

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

John M. House
Bruce Huff

R. Walker Garrett
Toyia Tucker

Judy W. Thomas
Evelyn 'Mimi' Woodson

Clerk of Council
Sandra T. Davis



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

November 16, 2021
5:30 PM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Reverend Adrian Chester at Greater Beallwood Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the November 9, 2021 Council Meeting and Executive Session.

UPDATE:

2. An update on COVID-19

PROCLAMATION:

3. **PROCLAMATION:** Donald L. Jordan Day

RECEIVING: Donald L. Jordan

PRESENTATION:

4. Corporal Samantha Phillips will be presented a National Silver Medal for Valor from American Legion Post 35.

CITY ATTORNEY'S AGENDA

ORDINANCES

- 1.** **2nd Reading-** REZN-09-21-1744: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2019 Warm Springs Road** (parcel # 036-005-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions. (Planning Department recommends conditional approval. PAC recommends denial.)(as amended)(Councilor Garrett)
- 2.** **2nd Reading-** REZN-09-21-1746: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **3294 Confetti Blush Drive** (parcel # 073-021-001) from PMUD (Planned Mixed Use Development) Zoning District with conditions to RE1 (Residential Estate 1) / RMF1 (Residential Multifamily 1) / RO (Residential Office) Zoning Districts with conditions. (Planning Department and PAC recommend approval.) (Councilor Davis)
- 3.** **2nd Reading-** An Ordinance amending and restating Chapter 5 of the Columbus Code to provide for an Animal Services Division, an Animal Services Director, and Animal Enforcement Officers to be provided through an approved contract with a division of a licensed private non-profit animal shelter, or in the absence of such contract allow such services to be provided by a Division of the Columbus Consolidated Government and its employees; to make other necessary changes in the Chapter to accommodate the smooth administration of services related to the regulation, enforcement, care and protection of animals in Columbus/ Muscogee County; and for other purposes.(Mayor Pro-Tem)

RESOLUTIONS

- 4.** A Resolution Declaring Results of an election held on November 2, 2021 and Certificate of the Superintendent of Elections (Mayor Pro-Tem)

PUBLIC AGENDA

1. Ms. Jennifer Le Denney, Re: Eviction ordinance and addressing retaliation from predatory landlords.
2. Mr. Paul Olson, Re: Spot Zoning, Murder Capitol and General Reserve Fund.

CITY MANAGER'S AGENDA

1. 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley)

Approval is requested to apply, and if awarded, accept the State of Georgia Department of Community Affairs CDBG-CV application by the amount awarded up to \$3,142,500 and amend the Multi-Governmental Fund by the amount awarded. If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

2. 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley) – Matching Funds Requirement

Approval is requested to comply with the matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The DCA CDBG-CV funding has a 25% match requirement for total project costs, which are \$4,190,000. Meeting the match requirement requires up to \$1,047,500 in matching funds to be contributed to this project. The Match requirement will be met through a large unrestricted gift Feeding the Valley received late 2020 for Feeding the Valley Food Bank expansion.

3. 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley) – Continuous Use Policy, Ongoing Operations, and Maintenance Plan

Approval is requested to comply with the continuous use policy, ongoing operations, and maintenance plan matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The DCA CDBG-CV funding has a requirement that CDBG-CV projects that propose to renovate a building for the purpose of serving a limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten (10) years commit to ongoing operations and the creation of maintenance plan to protect the investment of awarded funds. Feeding the Valley Food Bank will be responsible for adherence to the continuous use policy, ongoing operations, and maintenance plan.

4. Georgia Public Safety Officials and First Responders Supplement Grant Application

Approval is requested to submit a grant application to the Governor's Office of Planning and Budget for \$1,000 pay supplement for all eligible Public Safety Personnel and First Responders.

5. State of Georgia – American Rescue Plan (ARP) Funds Application for the Chattahoochee Judicial Circuit

Approval is requested to apply, and if awarded, accept State ARP Funds awarded to the Chattahoochee Judicial Circuit through the Judicial Council and its Administrative Office of the Courts. The grant funding will be utilized by the courts, prosecutors, and related agencies to address backlogs of court cases caused by the pandemic.

6. Annual Unused Sick Leave Payment

Approval is requested to authorize payment to employees for unused sick leave in accordance with 16B-15-6 (2) of the Columbus Code of Ordinances.

ADD-ON RESOLUTION:

State of Georgia Criminal Justice Coordinating Council- State of Georgia FY2022 Law Enforcement Training Program Grant

Approval is requested to apply for and accept a grant in the amount of \$52,000.00, or as otherwise awarded, from the Georgia Criminal Justice Coordinating Council, with no local match required and amend the Multi-Government Fund by the award amount.

7. PURCHASES

- A.** Asbestos Abatement for Former Georgia State Farmers Market – RFP No. 22-0001
- B.** Two 2022 Ford Escape S Compact SUVs – Georgia Statewide Contract Cooperative Purchase
- C.** Twelve (12) Zero-Turn Mowers For Public Works – Georgia Statewide Contract Cooperative Purchase
- D.** Contract Amendment for NEOGOV Application Management Tracking System
- E.** Household Garbage and Yard Waste Cart Services – HGACBUY Cooperative Contract
- F.** Twelve (12) Ford Explorer Mid-Size SUVs (Unmarked/Non-Pursuit) For Columbus Police Department – Georgia Statewide Contract Cooperative Purchase
- G.** Three (3) 2022 Ford Explorer Mid-Size SUVs for Public Works – Georgia Statewide Contract Cooperative Purchase
- H.** Ten (10) Pursuit Utility Vehicles For Muscogee County Sheriff's Office – Georgia Statewide Contract Cooperative Purchase
- I.** Contract Extension for Real Estate Appraisal Services (Annual Contract) – RFP No. 15-0021

8. UPDATES AND PRESENTATIONS

- A.** Finance Monthly Update - Angelica Alexander, Finance Director

BID ADVERTISEMENT

November 19, 2021

1. Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (Annual Contract) – RFP No. 22-0012

Scope of RFP

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for anchor tenants for concession and retail services at the Columbus Civic Center. The City has identified the need to contract with additional vendors to provide the requested services. The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Vendors responding to the Primary Contract are not required to submit for this Secondary Contract.

2. Frames, Grates, Covers & Inlets (Annual Contract) – RFB No. 22-0020

Scope of RFB

Columbus Consolidated Government is requesting bids from vendors to provide frames, grates, covers and inlets for stormwater management to be purchased on an “as needed” basis.

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

December 1, 2021

1. METRA Adopt-A-Stop Signs (Annual Contract) – RFB No. 22-0021

Scope of Bid

Columbus Consolidated Government is requesting bids from qualified vendors to provide EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System’s bus stop posts as part of METRA’s “Adopt-A-Stop” program. The contract period shall be for three (3) years.

December 3, 2021

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

Scope of RFP

Columbus Consolidated Government, on behalf of the Muscogee County Sheriff’s Office, is seeking proposals for the provision of healthcare services for offenders incarcerated at the Muscogee County Jail. The requested services consist of medical, dental, and mental health, as well as healthcare personnel. Medical services include but not are limited to x-ray, laboratory, and prescription drug services for an average daily population of approximately 975 inmates.

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

December 10, 2021

1. Vending Machine Services (Annual Contract) – RFP No. 22-0007

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide vending machine services for various City Departments. The contract term shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - INFORMATION ONLY

- [1.](#) The Medical Center Hospital Authority's Disclosure Report for fiscal year ended June 30, 2021.
- [2.](#) The Medical Center Hospital Authority's Community Benefit Report for the year ended June 30, 2020 and Report of Annual Activities fiscal year ended June 30, 2021.

ENCLOSURES - ACTION REQUESTED

- [3.](#) RESOLUTION - A Resolution amending Resolution No. 384-21 by ratifying the time for the December 7, 2021 Council Meeting to be held at 9:00 a.m. instead of 5:30 p.m.
- [4.](#) RESOLUTION - A Resolution excusing Councilor Jerry "Pops" Barnes from the November 16, 2021 Council Meeting.
- [5.](#) RESOLUTION - A Resolution excusing Councilor R. Walker Garrett from the November 16, 2021 Council Meeting.
- [6.](#) Letter from the Medical Center Hospital Authority advising that the authority has selected Ms. Brenda DeRamus, Dr. Susan McWhirter and Mr. John Hargrove to serve another term of office and for Ms. Alpa Arora to succeed Dr. James Crosse. (*The Council may confirm the selection of the four board members.*)
- [7.](#) **Minutes of the following boards:**

Board of Tax Assessors, #36-21 and #37-21

ADD-ON RESOLUTION:

RESOLUTION - A Resolution excusing Councilor Judy Thomas from the November 16, 2021 Council Meeting.

BOARD APPOINTMENTS - ACTION REQUESTED

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

A. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

Jack Kinsman

(Mayor's Appointment)

Retired City Employee Representative

Resigned

Term Expires: June 30, 2022

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

Women: 5

Senatorial District 15: 3

Senatorial District 29: 5

9. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. BOARD OF HEALTH: Dr. Jibike Joy Adegbile was nominated to succeed Dr. Rajinder Chhokar. *(Councilor Barnes' nominee)* Term expires: December 31, 2026

B. DEVELOPMENT AUTHORITY: Mr. Dallis Copeland was nominated to fill the unexpired term of the late Jacki Lowe. *(Mayor Pro Tem Allen's nominee)* Term expires: April 30, 2022

C. DEVELOPMENT AUTHORITY: Ms. Geniece Granville was nominated to fill the unexpired term of Ms. Lisa Smith. *(Councilor Barnes' nominee)* Term expires: April 30, 2024

10. COUNCIL APPOINTMENT: NOMINATION FROM THE COMMISSION AND MAY BE CONFIRMED FOR THIS MEETING:

A. AIRPORT COMMISSION:

Tana McHale

(Council's Confirmation)

Eligible to succeed

Term Expires: December 31, 2021

***The Columbus Airport Commission has submitted its nominee of Dannell Mastrean Marks for the seat of Ms. Tana McHale.**

These are five-year terms. Board meets monthly.

Women: 1

Senatorial District 15: 2

Senatorial District 29: 3

11. COUNCIL'S DISTRICT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. RECREATION ADVISORY BOARD:

James Wilkoff

(Council District 2- Davis)

Does not desire reappointment

Term Expires: December 31, 2021

Latisha Stephens-Archibald

(Council District 3- Huff)

Seat declared vacant

Term Expires: December 31, 2023

12. COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:

A. ANIMAL CONTROL ADVISORY BOARD:

Christy Noullet

Seat Declared Vacant

Term Expired: April 11, 2022

Open for Nominations
(Council's Appointment)

Councilor Crabb is nominating Mr. Raymond "Robbie" Culpepper for the seat of Ms. Christy Noullet.

The terms are two years. Meets as needed.

Women: 8

Senatorial District 15: 2

Senatorial District 29: 5

B. COOPERATIVE EXTENSION ADVISORY BOARD:

Margaret Higdon

Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations
(Council's Appointment)

The term is six years. Meets quarterly.

Women: 5

Senatorial District 15: 3

Senatorial District 29: 2

C. PERSONNEL REVIEW BOARD:

Tracy Walker

(Alternate Member 2)

Nominated to serve as a regular member

Term Expires: December 31, 2021

Open for Nominations
(Council's Appointment)

Darlene Small

(Alternate Member 3)

Not Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations

(Council's Appointment)

Dr. Shanita Pettaway

(Alternate Member 5)

Resigned

Term Expires: December 31, 2022

Open for Nominations

(Council's Appointment)

The terms are three years. Meets weekly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 3

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

File Attachments for Item:

1. Approval of minutes for the November 9, 2021 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

November 9, 2021
9:00 AM
Regular Meeting

M A Y O R ’ S A G E N D A

PRESENT: Mayor B. H. “Skip” Henderson, III, and Mayor Pro Tem R. Gary Allen and Councilors Charmaine Crabb, Glenn Davis, R. Walker Garrett, John M. House, Bruce Huff (arrived at 10:31 a.m.), Toyia Tucker, and Evelyn “Mimi” Woodson (arrived at 9:04 a.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

ABSENT: Councilors Jerry “Pops” Barnes and Judy W. Thomas were absent.

The following documents were distributed to the members of Council: (1) Columbus Water Works – FY 2021-22 Public Forum Presentation; (2) 2022 Water and Sewer Rates Information; (3) Images Submitted by Mr. Murray Calhoun in Opposition of CA#3; (4) Animal Care and Control Contract Update Presentation; (5) 2021 Parents Summit Flyer and Program Schedule; (6) American Rescue Plan Update Presentation; (7)

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

INVOCATION: Offered by City Manager Isaiah Hugley

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the October 26, 2021, Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Tucker and carried unanimously by the six members present, with Councilors Huff and Woodson being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.

MUSCOGEE COUNTY SCHOOL DISTRICT TRANSITION PROGRAM:

Ms. Lila Young, Muscogee County School District Transition Coordinator came forward to introduce the students from Hardaway High School’s Transition Program. She explained the program takes second and third year seniors with intellectual disabilities out into the community to teach them job skills, social skills, and prepare them for independent living once they exit high school. She explained these students are in need of jobs when they finish high school, and the importance for them to know how to interact and work with others who are not disabled.

APPOINTMENT

3. **Resolution (395-21):** A Resolution appointing Mr. Herbert Walker as Warden at the Muscogee County Prison. Mayor Pro Tem Allen made a motion to approve the appointment, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilor Huff being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.

Mr. Herbert Walker came forward to accept the appointment and introduce his family. He expressed his gratitude for the opportunity and looks forward to becoming a member of the community.

City Attorney Clifton Fay explained now that Council has officially confirmed the appointment of Warden Walker, the Clerk of Council will forward this resolution to the Georgia Department of Corrections for their approval and records.

UPDATE:

2. An update on COVID-19

Mayor B. H. “Skip” Henderson gave a brief update on COVID-19 and its impact on the community. He explained the number of positive cases continues to improve, and the number of those currently hospitalized due to COVID-19 is below fifty. He stated there is some concern as we move into the holiday season, and he encouraged the community to take precautions to keep themselves and others healthy.

PRESENTATION:

4. Water and Sewer Rate Study (Presented by Steve Davis, President Columbus Water Works)

President Steve Davis (Columbus Water Works) approached the rostrum to introduce the presentation on the water and sewer rate study that was conducted for Fiscal Years 2021 and 2022. He explained the 2021 rate increase was deferred to April 1, 2021, which resulted in a loss of approximately \$500,000 in revenue. He stated there are rate increases required to maintain safe and reliable services.

Vice President Joe Crea (Raftelis) came forward to continue the presentation, explaining the difference in what customers of the Columbus Water Works (CWW) pay in average compared to the regional and national averages. He explained the industry has experienced an average annual increase of over 5% since 2000, where the Columbus Water Works has historically been closer to 4%. He stated the CWW is proposing a 3.75% rate increase needed to provide safe and reliable drinking water, which comes out to less than a \$1.90 per month increase to nearly 70% of customers.

Senior Vice President Alex Hinton (Columbus Water Works, Financial Division) came forward to provide information on the customer assistance options available to CWW customers. She explained there are payment plans available, an existing low income credit program that provides a \$8.50 monthly credit, and the staff is reviewing a Low-Income Household Water Assistance Program (LIHWAP).

REFERRAL(S):

FOR THE CITY MANAGER:

- For the Columbus Water Works to come back within a month with a presentation on the equipment they use to identify issues with the plumbing in the homes of citizens. (*Request of Councilor Woodson*)

CITY ATTORNEY'S AGENDA

ORDINANCES

1. **Ordinance (21-058) - 2nd Reading-** REZN-08-21-1617: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **1400 17th Street** (parcel # 027-009-001) from RO (Residential Office) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval) (Councilor Woodson) Councilor Garrett made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the six members present, with Mayor Pro Tem Allen and Councilor Huff being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.
2. **Ordinance (21-059) - 2nd Reading-** An Ordinance amending Chapter 8 and Chapter 13 of the Columbus Code by establishing minimum guidelines for fines imposed for various building code, nuisance and solid waste violations in those chapters; and for other purposes. (Mayor Pro-Tem) Councilor Woodson made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Huff being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.
3. **1st Reading-** REZN-09-21-1744: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2019 Warm Springs Road** (parcel # 036-005-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions. (Planning Department recommends conditional approval. PAC recommends denial.) (Councilor Garrett)

Attorney Austin Gibson (Page, Scrantom, Sprouse, Tucker, Ford) approached the rostrum to represent the property owner, Burnt Investments, LLC, and provide information on the proposed rezoning for property located at 2019 Warm Springs Road. He explained the contracted buyer, Darin Moody, plans to develop a convenience store with gas sales.

Councilor Garrett made a motion to amend the ordinance to require the business to install security cameras and allow access to security footage to the Columbus Police Department, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Huff being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.

Mr. Murray Calhoun, owner of Rowe Realty located 2021 Warm Springs Road, came forward to speak in opposition of the proposed rezoning. He expressed his concerns for the existing businesses in the area and the negative impact he believes the proposed gas station will have on the area. He also provided pictures of the surrounding area, to include businesses and roadways.

Dr. Anthony Olofintuyi, owner of Christian Medical Associates located at 2009 Warm Springs Road, came forward to speak in opposition to the proposed rezoning. He expressed his concerns on the increase in traffic from patrons and delivery trucks.

Engineering Director Donna Newman came forward to respond to questions asked by Councilor Davis regarding the traffic impact this development would have on the area. She explained the process her department follows when the developer of a property has submitted the site plans for approval.

Councilor Garrett made a motion to amend the ordinance to require approval from the Engineering Department on the egress and ingress of traffic accessing property, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

Planner Will Johnson came forward to respond to questions asked by Councilor Crabb, providing information on the restrictions of General Commercial Zoning Classifications.

Mr. Paul Olson came forward to express his views and opinions regarding the development of convenience stores in other areas of the community.

Civil Engineer Ryan Davis (Moon Meeks and Associates, Inc.) came forward to provide information on the vehicle entrance configuration. He explained that the aspects needed to control traffic to and from the business will be addressed when appropriate within the process.

Mayor Pro Tem Allen made a motion to amend the ordinance to add a condition to restrict the use of the property located at 2019 Warm Springs Road to a convenience store with gas sales use only, seconded by Councilor Garrett and opened for further discussion.

Councilor Garrett made a substitute motion to amend the ordinance to add a condition to restrict the use of the property located at 2019 Warm Springs Road to convenience stores with gas sales, medical offices or business office uses, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

Mr. David Humphreys, owner of the property located at 2019 Warm Springs Road, came forward to introduce himself and express his willingness to meet the requirements set.

4. **1st Reading-** REZN-09-21-1746: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **3294 Confetti Blush Drive** (parcel # 073-021-001) from PMUD (Planned Mixed Use Development) Zoning District with conditions to RE1 (Residential Estate 1) / RMF1 (Residential Multifamily 1) / RO (Residential Office) Zoning Districts with conditions. (Planning Department and PAC recommend approval.) (Councilor Davis)

President Genevieve Green (Woodruff Brokerage & Operating Company) approached the rostrum accompanied by **Attorney Chuck Ford (Page, Scrantom, Sprouse, Tucker, Ford)** to explain the intended uses of the property located at 3294 Confetti Blush Drive. She explained when Old Town was developed this portion was always intended for residential, but this proposed rezoning would address the number of residential units allowed under the current zoning.

5. **1st Reading-** An Ordinance amending and restating Chapter 5 of the Columbus Code to provide for an Animal Services Division, an Animal Services Director, and Animal Enforcement Officers to be provided through an approved contract with a division of a licensed private non-profit animal shelter, or in the absence of such contract allow such services to be provided by a Division of the Columbus Consolidated Government and its employees; to make other necessary changes in the Chapter to accommodate the smooth administration of services related to the

regulation, enforcement, care and protection of animals in Columbus/ Muscogee County; and for other purposes. (Mayor Pro-Tem)

(NOTE: The following update was called up as the next order of business as listed on the City Manager's Agenda Item 9 "A")

CITY MANAGER'S AGENDA

9. UPDATES AND PRESENTATIONS

A. Animal Control Update - Lisa Goodwin, Deputy City Manager

Deputy City Manager Lisa Goodwin came forward to provide a presentation on the contract services for Animal Care & Control. She explained the purpose of the RFP for privatized Animal Control Services was to seek proposals from qualified non-profit shelters which have operated for a minimum of five years in Muscogee County to provide Animal Care and Control Services for Columbus/Muscogee County. She explained the services that will be contracted for the vendor to provide.

City Manager Isaiah Hugley assured the members of Council even though the services for animal care and control will be privatized, it will be a partnership between the vendor and the Columbus Consolidated Government.

PUBLIC AGENDA

1. Mr. Paul Olson, Re: Georgia Municipal Association Guidelines, (2) The purchase of the Synovus Building, (3) Funding for WC Bradley Parking Garage and WC Bradley Project and (4) Election Results.
2. Ms. Cynthia Stubbs, Re: Community gang stalking. *Cancelled*
3. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Parents Summit, Cure Violence Columbus.

CITY MANAGER'S AGENDA

1. PlanFirst Redesignation

Resolution (396-21): A resolution authorizing the City to enter into a memorandum of agreement with the Georgia Department of Community Affairs regarding the 2021-2024 PlanFirst redesignation. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Davis being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.

2. Expansion of an Existing "Access & Utility Easement"

Resolution (397-21): A resolution of the Council of Columbus, Georgia, authorizing the execution of an agreement of an access and utility easement with Bonnydoon, LLP and Charles Dwight Bowers for the existing driveway as shown on the survey entitled "access & utility easement", property of

Columbus Building Authority, part of land lots 97 & 98, 8th District, Columbus Muscogee County, Georgia. Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Davis being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.

3. Street Acceptance – Blackmon Lane as shown on Replat of Lot 2002-D, Blackmon Village and Blackmon Lane Right of Way

Resolution (398-21): A resolution of the Council of Columbus, Georgia, authorizing the acceptance of a deed to Long Branch Court located in Blackmon Lane as shown on replat of LAT 2002-D, Blackmon Village and Blackmon Lane right-of-way on behalf of Columbus, Georgia. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Davis being absent for the vote, and Councilors Barnes and Thomas being absent for the meeting.

4. 2021 Brownfield Assessment Grant

Resolution (399-21): A resolution authorizing the City Manager to apply, and if awarded, accept, and amend the Multi-Governmental Fund by the amount awarded up to \$500,000 from the Environmental Protection Agency to fund Brownfield Assessments of Properties within the City of Columbus. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

5. Marathon Petroleum Foundation Grant

Resolution (400-21): A resolution authorizing the application for and acceptance, if awarded, of grant funds from Marathon Petroleum Foundation for specialized rescue equipment for Columbus Fire & EMS, in the amount of \$5,000 or as otherwise awarded, with no local match requirement, and to amend the Multi-Governmental Fund by the amount of the award. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

6. 2021 Firehouse Subs Public Safety Foundation Grant

Resolution (401-21): A resolution authorizing the City Manager to accept a grant for equipment in the amount of \$8,850.00, from the Firehouse Subs Public Safety Foundation Grant. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

7. Water Resources Development Act Grant

Resolution (402-21): A resolution of the Council of Columbus, Georgia, authorizing the City Manager to make application and receive grant funds under the WRDA (Water Resources Development Act). Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

8. PURCHASES

- A. Anchor Tenants for Concessions & Retail Services/Columbus Civic Center (Annual Contract) – RFP No. 21-0007

Resolution (403-21): A resolution authorizing the execution of an annual contract with Columbus Ice Cream Creations, Inc. d/b/a Bruster's Real Ice Cream (Columbus, GA) to provide concessionaire services for Concession Location E within the Columbus Civic Center. The Contractor (Anchor Tenant) will pay an annual lease payment for the exclusive use of their concession location, including the use and maintenance of the existing equipment. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

- B. Thirteen 2022 Ford F-150s for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase

Resolution (404-21): A resolution authorizing the purchase of thirteen (13) 2022 Ford F-150 Trucks for the Parks and Recreation Department, from Allan Vigil Ford (Morrow, GA); eleven (11) at a unit price of \$33,005.00, and a total price of \$363,055.00; and two (2) at a unit price of \$33,280.00, and a total price of \$66,560.00; for a grand total price of \$429,615.00, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

- C. One 2022 Ford F-350 for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase

Resolution (405-21): A resolution authorizing the purchase of one (1) 2022 Ford F-350 Truck for the Parks and Recreation Department, from Allan Vigil Ford (Morrow, GA), at a unit price of \$32,277.00, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

- D. Animal Care and Control Services (Annual Contract) – RFP No. 21-0034

Resolution (406-21): A resolution authorizing the negotiation of a contract with the Paws Animal Services Division of Paws Humane, Inc. (Columbus, GA) for Animal Care and Control Services. Councilor Garrett made a motion to be recused from voting on this item, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Garrett being recused, and Councilors Barnes and Thomas being absent for the meeting.

- E. Uninterruptible Power Supply for Information Technology Rooms at the Citizens Service Center – GSA Cooperative Purchase

Resolution (407-21): A resolution authorizing the purchase of an Uninterruptible Power Supply (UPS) from Synnex c/o Cpak Technology Solutions (LaGrange, GA), in the amount of \$52,980.80, for the Information Technology Rooms at the Citizens Service Center. The purchase will be accomplished by Cooperative Purchase via Federal GSA Contract #47QTCA19D00MM. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

F. Bus Repair Services for METRA

Resolution (408-21): A resolution authorizing bus repair services from Specialty Field Service, Inc. (Fort Mohave, AZ), in the estimated amount of \$32,000.00, which covers parts, labor and travel. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

9. UPDATES AND PRESENTATIONS

A. Animal Control Update - Lisa Goodwin, Deputy City Manager

(NOTE: This update, as provided by Deputy City Manager Lisa Goodwin, was called upon earlier in the meeting during the City Attorney's Agenda.)

B. American Rescue Plan, SPLOST and Other Projects Update - Pam Hodge, Deputy City Manager

Deputy City Manager Pam Hodge came forward to provide an update on the American Rescue Plan, SPLOST and other various projects. She explained the limited uses of funds from the American Rescue Plan, which is funding to address public health emergency as it relates to COVID-19, the negative economic impact, essential works, revenue replacement for the government, and investments in water, sewer or broadband infrastructure.

C. Monthly Finance Update - Angelica Alexander, Finance Director

Finance Director Angelica Alexander approached the rostrum to provide a monthly financial update for September 2021.

BID ADVERTISEMENT

November 10, 2021

1. Fiber Contractor Services (Annual Contract) – RFB No. 22-0019

Scope of Bid

Provide outdoor fiber runs, both overhead and underground, or a combination, to various locations of the Columbus Consolidated Government.

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

November 12, 2021

1. Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals and Waste (Annual Contract) – RFP No. 22-0011

Scope of RFP

The Consolidated Government of Columbus, Georgia (the City) is soliciting proposals from qualified firms to provide professional consulting, construction, equipment, labor and transport services on an “as needed” basis for the remediation and disposal of environmental hazardous chemicals and waste. The contract period shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

November 19, 2021**1. Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (Annual Contract) – RFP No. 22-0012****Scope of RFP**

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for anchor tenants for concession and retail services at the Columbus Civic Center. The City has identified the need to contract with additional vendors to provide the requested services. The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Vendors responding to the Primary Contract are not required to submit for this Secondary Contract.

2. Comprehensive Inmate Healthcare Services for Muscogee County Jail (Annual Contract) – RFP No. 22-0016**Scope of RFP**

Columbus Consolidated Government, on behalf of the Muscogee County Sheriff's Office, is seeking proposals for the provision of healthcare services for offenders incarcerated at the Muscogee County Jail. The requested services consist of medical, dental, and mental health, as well as healthcare personnel. Medical services include but are not limited to x-ray, laboratory, and prescription drug services for an average daily population of approximately 975 inmates.

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

December 1, 2021**1. METRA Adopt-A-Stop Signs (Annual Contract) – RFB No. 22-0021****Scope of Bid**

Columbus Consolidated Government is requesting bids from qualified vendors to provide EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System's bus stop posts as part of METRA's "Adopt-A-Stop" program. The contract period shall be for three (3) years.

CLERK OF COUNCIL'S AGENDA:**ENCLOSURES - ACTION REQUESTED**

1. RESOLUTION- A Resolution excusing Councilor Evelyn "Mimi" Woodson from the November 9, 2021 Council Meeting. Clerk of Council Davis withdrew this resolution.

2. Minutes of the following boards:

457 Deferred Compensation Board, July 15, 2021

Board of Tax Assessors, #35-21

Columbus Board of Health, September 22, 2021

Columbus Golf Authority, October 26, 2021

Convention & Visitors Board of Commissioners, September 15, 2021

Planning Advisory Commission, October 6 and 20, 2021

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

ADD-ON RESOLUTIONS:

RESOLUTION (409-21) - A Resolution excusing Councilor Jerry “Pops” Barnes from the November 9, 2021 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

RESOLUTION (410-21) – A Resolution excusing Councilor Judy W. Thomas from the November 9, 2021 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

BOARD APPOINTMENTS- ACTION REQUESTED:

3. **MAYOR’S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

A. **PENSION FUND, EMPLOYEES’ BOARD OF TRUSTEES:**

A nominee for the seat of Jack Kinsman (*Resigned*) for a term that expires on June 30, 2022 as the Retired City Employee Representative on the Pension Fund, Employees’ Board of Trustees (*Mayor’s Appointment*). There were none.

4. **COUNCIL’S APPOINTMENT- READY FOR CONFIRMATION:**

A. **PERSONNEL REVIEW BOARD:** Mr. Torrance Goodwin was nominated to serve another term of office as Regular Member 3. (*Councilor Huff’s nominee*) Term expires: December 31, 2024. Councilor Woodson made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

B. **PERSONNEL REVIEW BOARD:** Mr. Dennis Walsh was nominated to serve another term of office as Alternate Member 1. (*Mayor Pro Tem Allen’s nominee*) Term expires: December 31, 2024. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

C. **PERSONNEL REVIEW BOARD:** Ms. Tracy Walker was nominated to succeed Mr. John F. Rowe, Jr. to serve as Regular Member 2. (*Councilor Crabb’s nominee*) Term expires: December 31, 2024. Councilor Woodson made a motion for confirmation, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

5. **COUNCIL’S APPOINTMENT- VOTE TABULATION:**

A. **BOARD OF TAX ASSESSORS:**

A nominee for the seat of Chester Randolph (*Eligible to succeed*) for a term that expires on December 31, 2021 (*Council's Appointment*). Clerk of Council Davis stated Councilor House nominated Alice Grantham and Councilor Davis nominated Kathy Jones, both nominated at the last meeting. A vote tabulation was completed with Kathy Jones receiving seven votes, and Alice Grantham receiving one vote. Mayor Pro Tem Allen and Councilors Crabb, Davis, Garrett, Huff, Tucker and Woodson voting for Kathy Jones and Councilor House voting for Alice Grantham. Mayor Pro Tem Allen then made a motion for confirmation of Kathy Jones to succeed Chester Randolph, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting.

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

A. RECREATION ADVISORY BOARD:

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

A nominee for the seat of Latisha Stephens-Archibald (*Seat declared vacant*) for a term that expires on December 31, 2023 as the District 3 Representative on the Recreation Advisory Board (*Council District 3- Huff*). There were none.

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

A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the seat of Christy Noullet (*Seat Declared Vacant*) for a term that expires on April 11, 2022 on the Animal Control Advisory Board (*Council's Appointment*). There were none.

B. BOARD OF HEALTH:

A nominee for the seat of Dr. Rajinder Chhokar (*Not Eligible to succeed*) for a term that expires on December 31, 2021 on the Board of Health (*Council's Appointment*). Clerk of Council Davis advised that Councilor Barnes is nominating Dr. Jibike Joy Adegbile for the seat of Dr. Rajinder Chhokar.

C. COOPERATIVE EXTENSION ADVISORY BOARD:

A nominee for the seat of Margaret Higdon (*Eligible to succeed*) for a term that expires on December 31, 2021 on the Cooperative Extension Advisory Board (*Council's Appointment*). There were none.

D. DEVELOPMENT AUTHORITY:

A nominee for the seat of the late Jacki Lowe (*Passed away*) for a term that expires on April 30, 2022, on the Development Authority (*Council's Appointment*). Mayor Pro Tem Allen nominated Dallis Copeland.

A nominee for the seat of Lisa Smith (*Resigned*) for a term that expires on April 30, 2024, on the Development Authority (*Council's Appointment*). Clerk of Council Davis announced that Councilor Barnes is nominating Geniece Granville for the seat of Lisa Smith.

E. PERSONNEL REVIEW BOARD:

A nominee for the seat of Tracy Walker as Alternate Member 2 for a term that expires on December 31, 2021, on the Personnel Review Board (*Council's Appointment*). There were none. (*Note: Ms. Walker was confirmed as a Regular Member; therefore, her Alternate Seat is open for nominations.*)

A nominee for the seat of Darlene Small (*Not Eligible to succeed*) as Alternate Member 3 for a term that expires on December 31, 2021, on the Personnel Review Board (*Council's Appointment*). There were none.

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

F. UPTOWN FACADE BOARD:

A nominee for the seat of Alan Udy (*Eligible to succeed*) as the Uptown Business Improvement District Representative for a term that expires on October 31, 2021 (*Council's Appointment*). There were none.

At the request of Mayor Henderson, Mayor Pro Tem Allen made a motion to go into executive session to discuss matters of personnel, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Thomas being absent for the meeting, and the time being 12:57 p.m.

The Regular Meeting reconvened at 1:31 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss personnel matters; however, there were no votes taken.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Woodson to adjourn the November 9, 2021 Regular Council Meeting, seconded by Councilor Tucker and carried unanimously by the eight members present with Councilors Barnes and Thomas being absent for the meeting, and the time being 1:32 p.m.

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

File Attachments for Item:

1. 2nd Reading- REZN-09-21-1744: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2019 Warm Springs Road** (parcel # 036-005-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions. (Planning Department recommends conditional approval. PAC recommends denial.)(as amended)(Councilor Garrett)

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2019 Warm Springs Road** (parcel # 036-005-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions.

All that lot, tract or parcel of land situate, lying and being on the westerly side of Warm Springs Road and containing 0.88 acres of land which property lies in part of Land Lot 52 of the 8th District of Columbus, Muscogee County, Georgia, said tract being described on a plat or map thereof entitled "Property of George Richards" prepared by G.V. Carr and Co., dated September 10, 1967 and recorded in the office of the Clerk of the Superior Court of Muscogee County, Georgia, in Plat Book 41, Page 119 and being more particularly described in a more recent plat prepared by Hobbs Smith & Assoc., Inc., dated December 1, 1986, which plat is designated as Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 and Part of Lots 10, 11, 12, 13, 14, 15, 16, and 17, McDowell Subdivision, Part of Land Lots 52 of the 8th District of Columbus, Muscogee County, Georgia. The 0.88 acres being more particularly described as follows:

BEGINNING at a point made by the intersection of the north line of Spring Circle and the northeast line of Warm Springs Road, and from said point running northeasterly along said northeast line of Warm Springs Road, a distance of 474.55 feet to an iron pin; thence running north 53 degrees 49 minutes east along the northeast line of Warm Springs Road, a distance of 267.12 feet to an iron pin; thence running north 35 degrees 11 minutes west, a distance of 50 feet across Warm Springs Road to an iron pin located on the northwesterly line of Warm Springs Road; thence running northeasterly along Warm Springs Road, along a curve having a radius of 1900.46 feet a distance of 14.11 feet to an iron pin, which iron pin is the point of beginning of the 0.88 acres herein described; thence running north 46 degrees 36 minutes west, a distance of 257.90 feet to an iron pin; thence running north 50 degrees 36 minutes east, a distance of 145.80 feet to an iron pin; thence running south 48 degrees 4-1/2 minutes east, a distance of 269.10 feet to an iron pin located on the northwesterly line of Warm Springs Road; thence running southwesterly along the northwest line of Warm Springs Road, along a curve having a radius of 1900.46 feet, a distance of 152.62 feet to an iron pin, which iron pin is the point of beginning of the property herein described.

The above-described property is being rezoned subject to the following conditions:

- 1) Hours of operation shall be limited to between the hours of 6:00am and 11:00pm.
- 2) No garbage pick-up or deliveries shall be permitted between the hours of 5:00pm and 7:00am.
- 3) Fuel trucks shall not exceed 33 feet in length.
- 4) Security cameras shall be installed and maintained by developer and any successor in interest. The Columbus Police Department shall be granted access to such cameras and images associated therewith at any time.
- 5) Ingress and egress to the property subject to rezoning shall be limited to that shown on a plan approved and specified by the City Engineer.
- 6) The uses of the property subject to rezoning shall be limited to:
 - i. Convenience store with gas sales.
 - ii. Medical and other professional office uses.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 9th day of November 2021; introduced a second time at a regular meeting of said Council held on the_____day of_____, 2021 and adopted at said meeting by the affirmative vote of_ members of said Council.

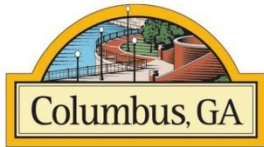
Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting_____
Councilor Thomas	voting_____
Councilor Tucker	voting_____
Councilor Woodson	voting _____

Sandra T Davis

Clerk of Council

B. H. “Skip” Henderson, III

Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
 PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-09-21-1744

Applicant:	Burnt Investments, LLC
Owner:	Same
Location:	2019 Warm Springs Road
Parcel:	036-005-013
Acreage:	0.88 Acres
Current Zoning Classification:	NC (Neighborhood Commercial)
Proposed Zoning Classification:	GC (General Commercial)
Current Use of Property:	Vacant
Proposed Use of Property:	Convenience Store with Gas Sales
Council District:	District 8 (Walker)
PAC Recommendation:	Denial based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Conditional Approval based on compatibility with existing land uses. Those conditions are as follows: <ol style="list-style-type: none"> 1) Hours of operation limited to 6:00am until 11:00pm. 2) No garbage pick-up or deliveries shall be permitted between the hours of 5:00pm and 7:00am. 3) Fuel trucks shall not exceed 33-feet in length.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A

General Land Use:	Consistent Planning Area D								
Current Land Use Designation:	General Commercial								
Future Land Use Designation:	General Commercial								
Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will decrease to 96 trips if used for commercial use. The Level of Service (LOS) will remain at level B.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
Surrounding Zoning:	<table> <tr> <td>North</td><td>SFR3 (Single Family Residential 3)</td></tr> <tr> <td>South</td><td>RO (Residential Office)</td></tr> <tr> <td>East</td><td>NC (Neighborhood Commercial)</td></tr> <tr> <td>West</td><td>RO (Residential Office)</td></tr> </table>	North	SFR3 (Single Family Residential 3)	South	RO (Residential Office)	East	NC (Neighborhood Commercial)	West	RO (Residential Office)
North	SFR3 (Single Family Residential 3)								
South	RO (Residential Office)								
East	NC (Neighborhood Commercial)								
West	RO (Residential Office)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	<p>The site shall include a Category C buffer along all property lines bordered by the SFR3 zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> 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 Owners:	Thirty (30) property owners within 300 feet of the								

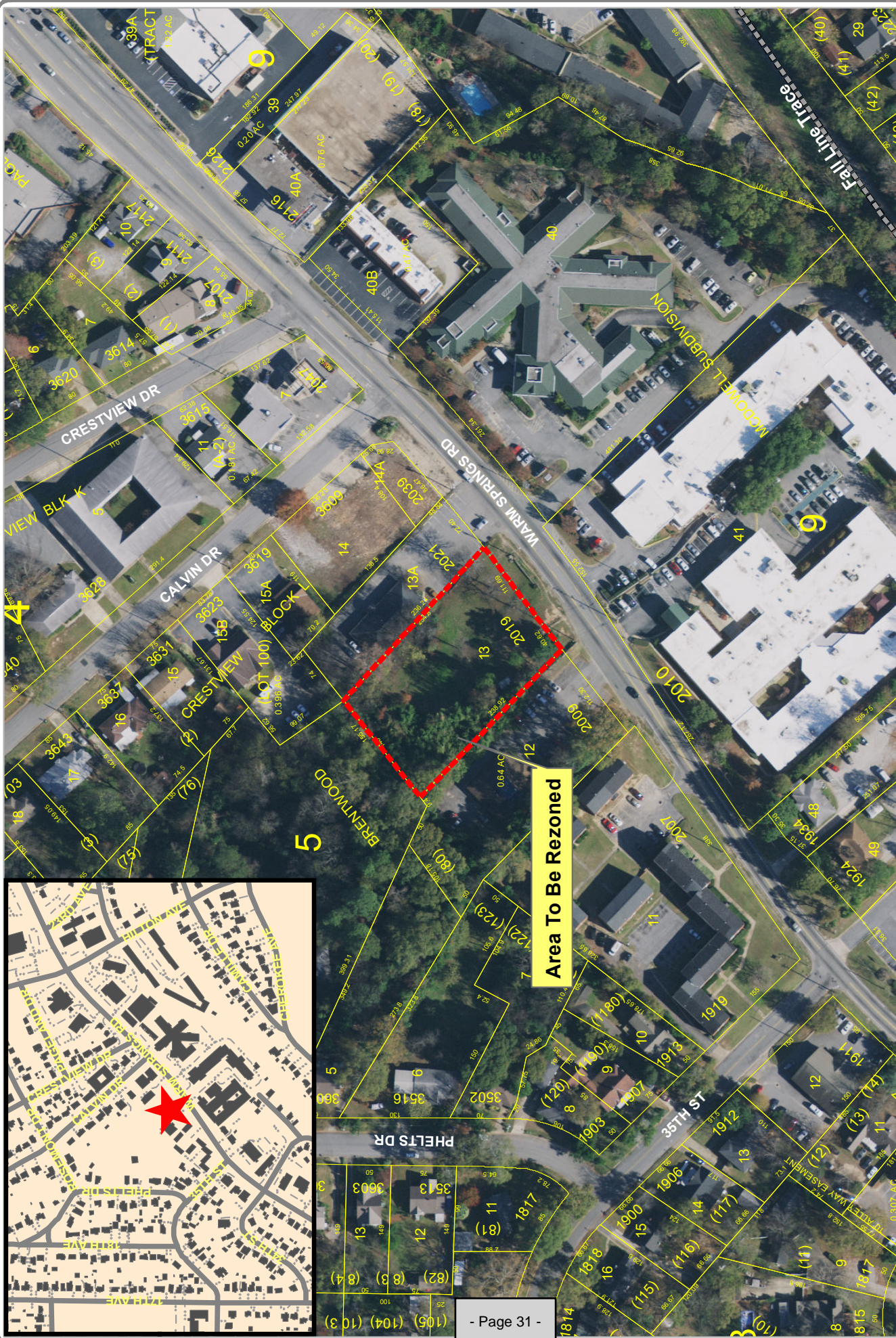
subject properties were notified of the rezoning request. The Planning Department received **two (2)** calls and/or emails regarding the rezoning.

Approval	0 Responses
Opposition	2 Responses

Additional Information: N/A

Attachments:

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



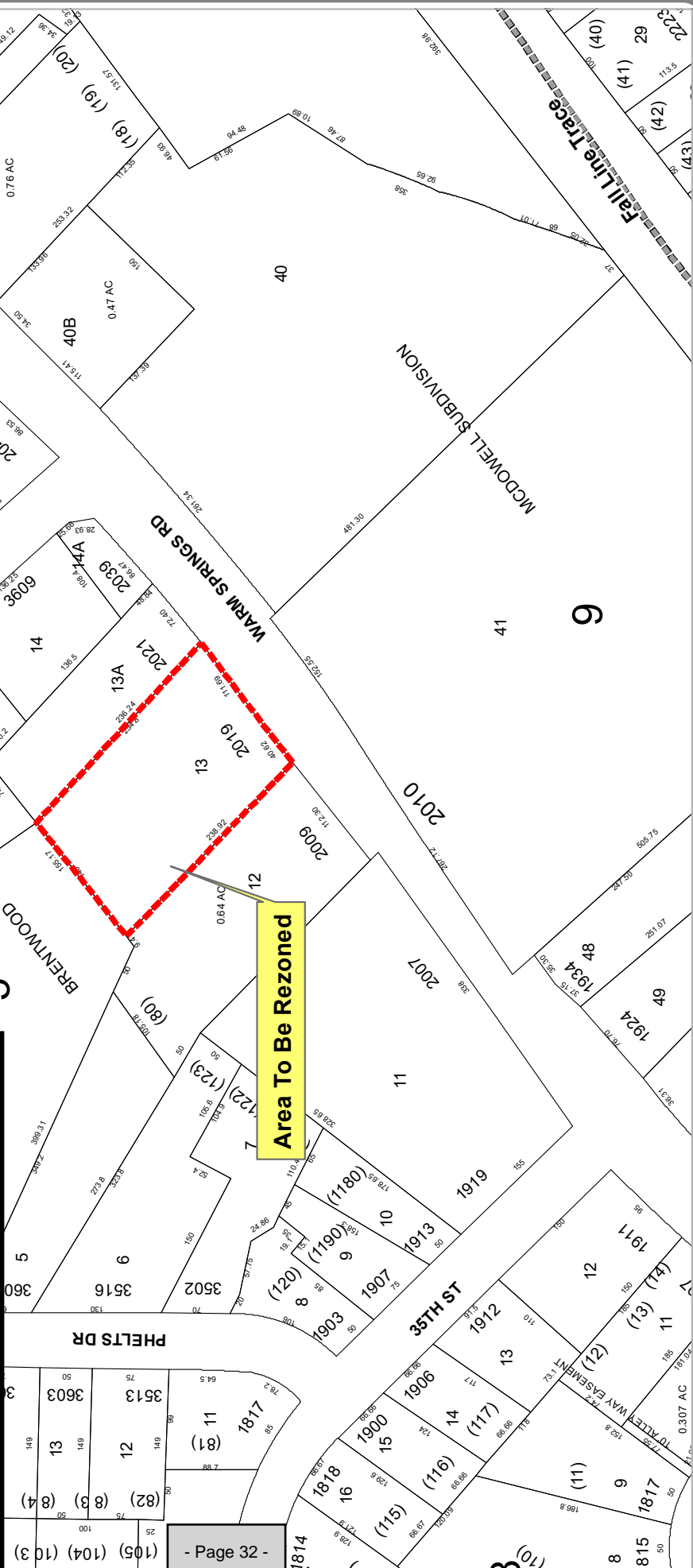
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Aerial Map for REZN 08-21-1744
Map Map 036 Block 005 Lot 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

This material is made available as a public service.
Maps and data are to be used for reference purposes only.
The data contained is subject to constant change.
Map information is believed to be correct but is not guaranteed.



Date: 9/10/2021



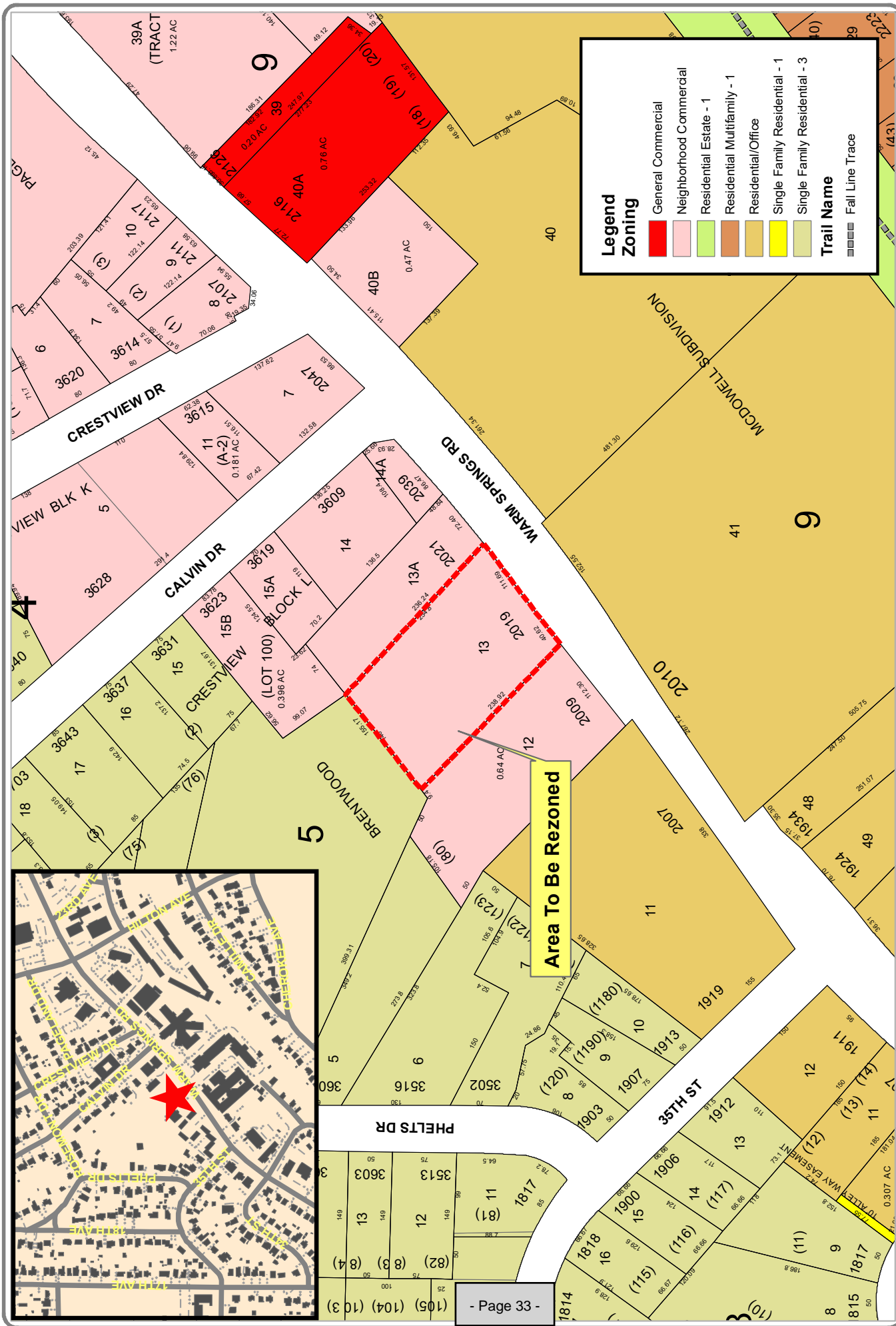
Item #1.

1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Location Map for REZN 08-21-1744
Map Map 036 Block 005 Lot 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 9/10/2021



Item #1.



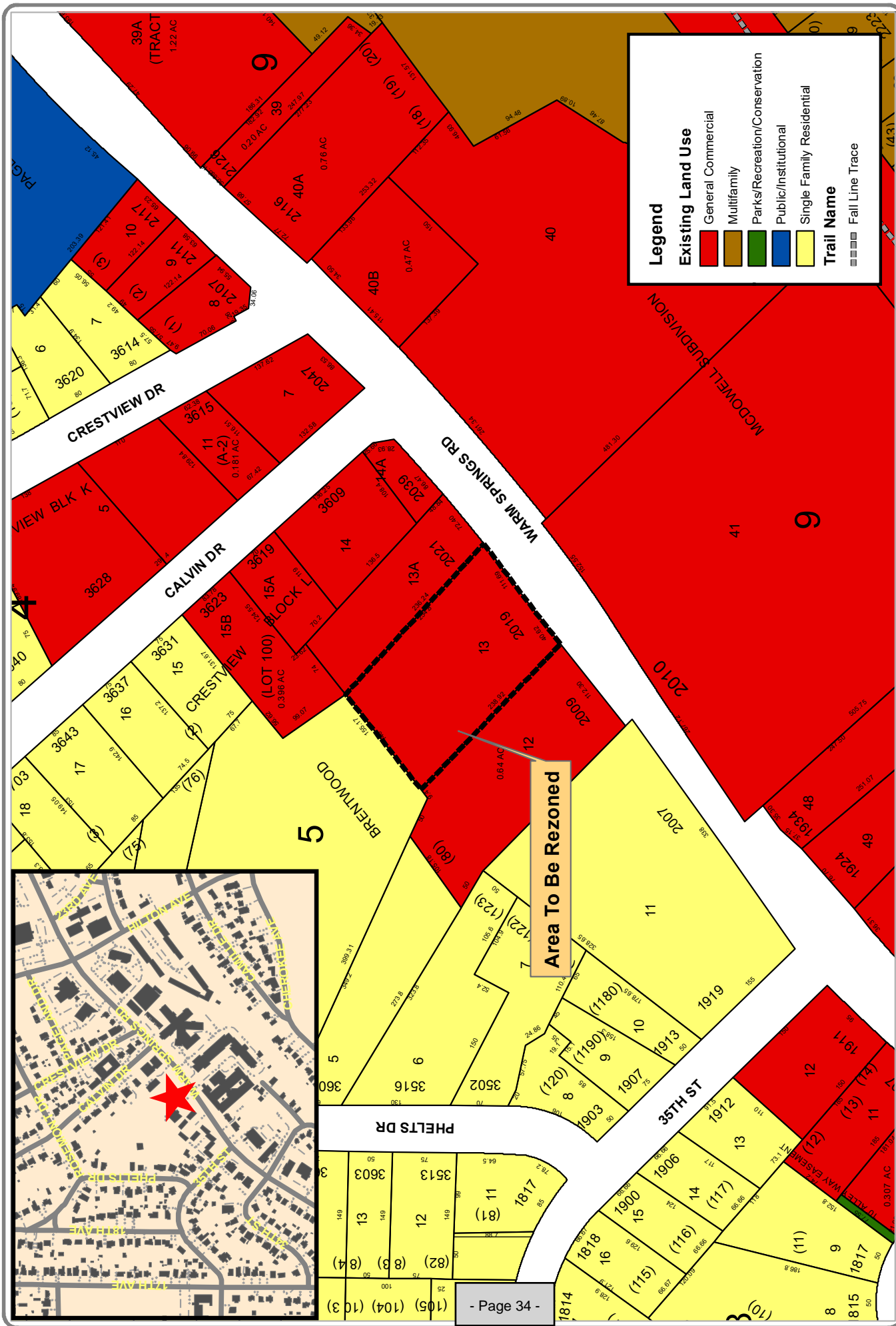
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Zoning Map for REZN 08-21-1744
Map 036 Block 005 Lot 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 9/10/2021

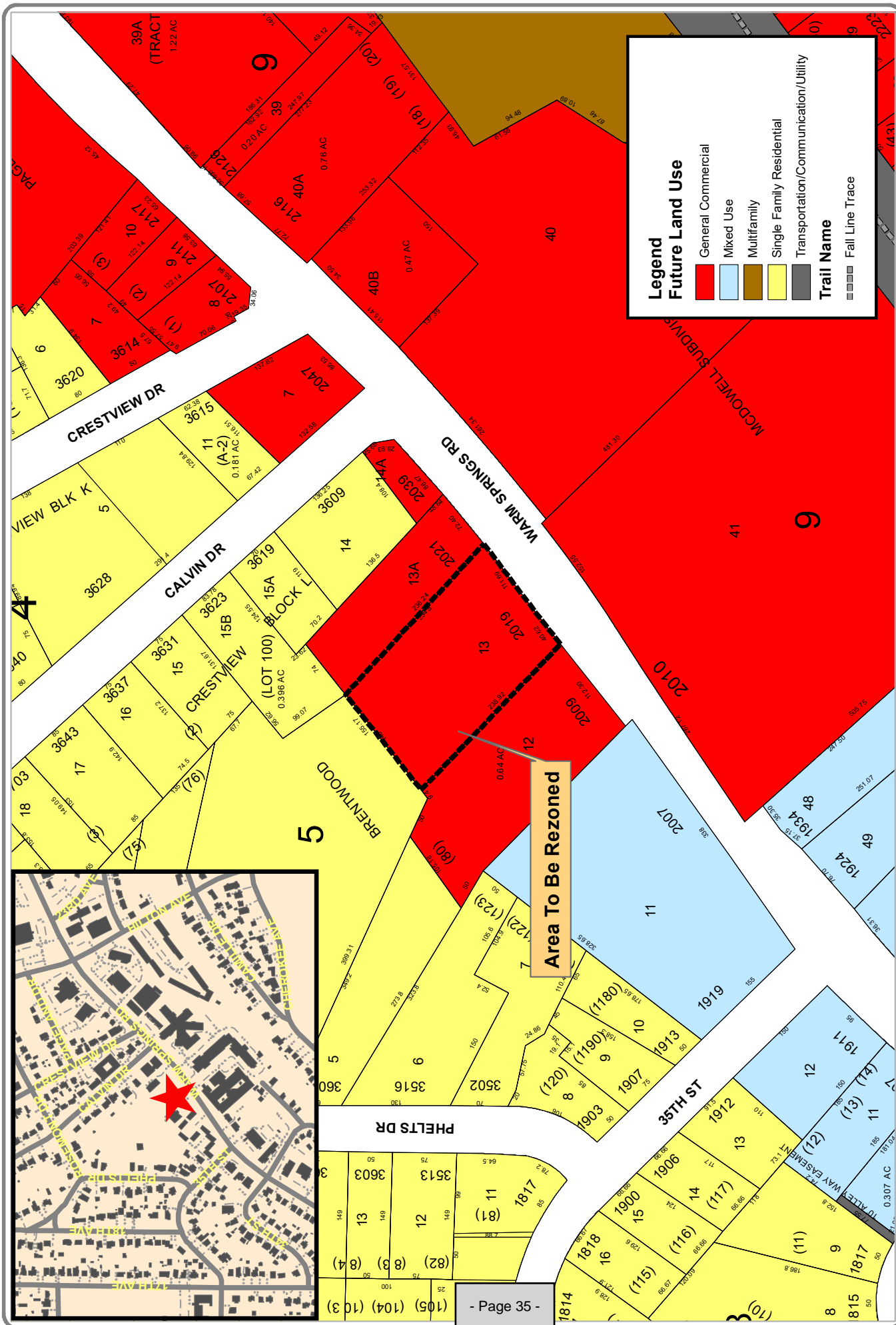


This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 9/10/2021

Existing Land Use Map for REZN 08-21-1744
 Map Map 036 Block 005 Lot 013
 Planning Department-Planning Division
 Prepared By Planning GIS Tech

0 75 150 Feet
 1 inch = 150 feet
 Data Source: IT/GIS
 Author: David Cooper



Legend
Future Land Use

General Commercial

Mixed Use

Multifamily

Single Family Residential

Transportation/Communication/Utility

Trail Name

Fall Line Trace

Area To Be Rezoned

Item #1.

0 75 150 Feet

1 inch = 150 feet

Data Source: IT/GIS

Author: David Cooper

Future Land Use Map for REZN 08-21-1744

Map 036 Block 005 Lot 013

Planning Department-Planning Division

Prepared By Planning GIS Tech

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Date: 9/10/2021

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REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO. REZN 09-21-1744
PROJECT 2019 Warm Springs Road
CLIENT
REZONING REQUEST NC to GC

LAND USE

Trip Generation Land Use Code* 814 & 945
Existing Land Use Neighborhood Commercial (NC)
Proposed Land Use General Commercial - (GC)
Existing Trip Rate Unit NC - Acreage converted to square footage.
Proposed Trip Rate Unit GC - Number of Vehicle Fueling Positions

TRIP END CALCULATION*

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (Existing Zoning)					
Specialty Retail Center	814	NC	0.88 Acres	44.32	213 Weekday
				42.04	202 Saturday
				20.43	99 Sunday
				Total	514
Daily (Proposed Zoning)					
Gasoline/Service Station with Convenience Market	945	GC	4 Pumps	10.56	42 AM Peak
				13.57	54 PM Peak
				Total	96

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

TRAFFIC PROJECTIONS

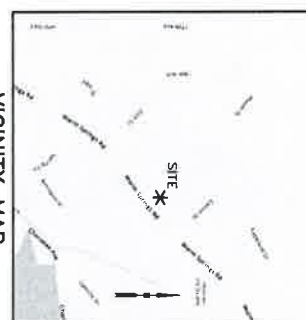
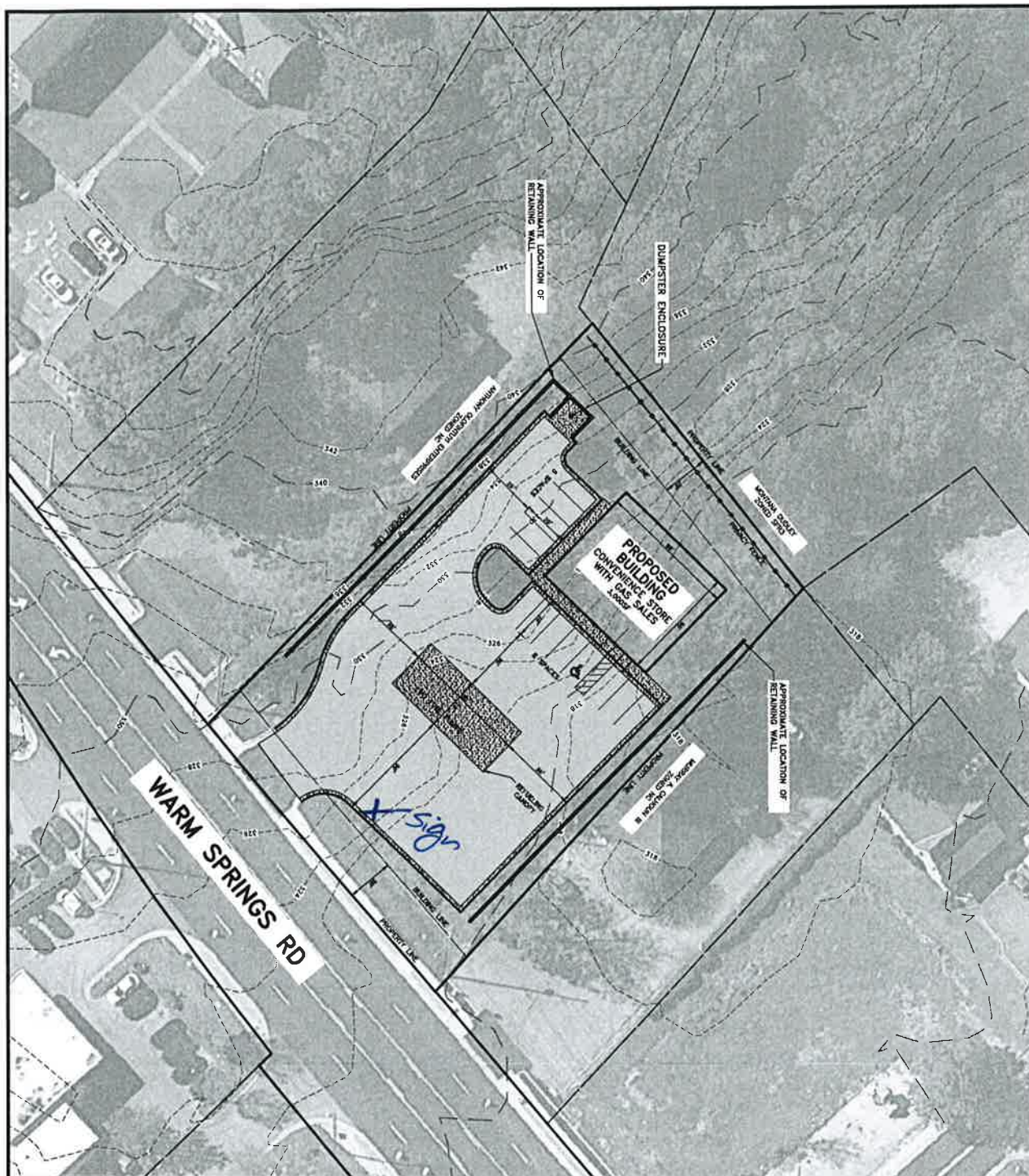
EXISTING ZONING (NC)

Name of Street	Warm Springs Rpad
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2019)	12,700
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	514
Total Projected Traffic (2021)	13,214
Projected Level of Service (LOS)**	B

PROPOSED ZONING (GC)

Name of Street	Warm Springs Road
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2019)	12,700
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	96
Total Projected Traffic (2021)	12,796
Projected Level of Service (LOS)**	B

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



VICINITY MAP

C-1-N

THE SKETCH SHOWN IS CONCEPTUAL IN NATURE AND IS SIMPLY BASED ON THE LIMITED INFORMATION PROVIDED. CERTAIN LAND CHARACTERISTICS SUCH AS ROCK, TOPOGRAPHY, WEATHER, STATE WATERS, AVAILABLE UTILITIES AND NATURAL DRAINAGE PATTERNS WILL CERTAINLY IMPACT THE FINAL DESIGN.

PROPOSED ZONING DATA

2 - equipment building line 20' min (front)
15' min (rear)
0' min (sides)

OWNER INFORMATION
MILANT INVESTMENTS LLC

570 BELMONT LANE
PORTSMOUTH, NH 03801

BUFFER REQUIREMENTS

NO BUFFER REQUIRED
LANES TO SOUTHWEST AND NORTHEAST (ZONED NC).

LANDS TO NORTHWEST (ZONED B30)
TYPE C BUTTER- 10' OPTION1. 4" WOOD STUDS, 16" O.C., AND
20 BARS/CHANNELS, EACH FOR 100 LINEAL FEET

PARCEL LESS THAN OR EQUAL TO 2 ACRES

0 FEET PLANTED STRIP ADJACENT TO PUBLIC RIGHT-OF-WAY
1. 1 LABOR BATHING TRAIL PER 100 LINEAL FEET OF RIGHT-OF-WAY
2. 23 STRIPES PER 100 LINEAL FEET OF RIGHT-OF-WAY

PARKING REQUIREMENTS:
AS PER I.D.O. TALE 4.1.1 (COMPULSORY)

1. 475, 270, 230, or 1100W AREA (0.000 000/250-11.5WCTG)
2. 475, 270, 230, or 1100W AREA (0.000 000/250-11.5WCTG)
3. 475, 270, 230, or 1100W AREA (0.000 000/250-11.5WCTG)

TOTAL SPACES REQUIRED/AVAILABLE: 14 SPACES

SPACES PROVIDED = 13 SPACES
(WITHIN 100' OF ALLOWED SPACES, NO VARIANCE REQUIRED)



1	2
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PRELIMINARY FOR REVIEW ONLY	
GSWCC#	53175
MAY#	202180
DATE	9/3/21
SCALE: 1" = 20'	
SHEET No.	
D	

CONCEPTUAL LAYOUT D
FOR
2019 WARM SPRINGS ROAD
COLUMBUS, MUSCOGEE COUNTY, GEORGIA

- Page 37 -



MOON MEEKS
& ASSOCIATES, INC.
 CIVIL ENGINEERS LAND SURVEYORS

PHONE: (708) 327-8308
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COLUMBUS, GA 31906

P.O. Box 4740 (31914)

File Attachments for Item:

2. 2nd Reading- REZN-09-21-1746: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **3294 Confetti Blush Drive** (parcel # 073-021-001) from PMUD (Planned Mixed Use Development) Zoning District with conditions to RE1 (Residential Estate 1) / RMF1 (Residential Multifamily 1) / RO (Residential Office) Zoning Districts with conditions. (Planning Department and PAC recommend approval.) (Councilor Davis)

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **3294 Confetti Blush Drive** (parcel # 073-021-001) from PMUD (Planned Mixed Use Development) Zoning District with conditions to RE1 (Residential Estate 1) / RMF1 (Residential Multifamily 1) / RO (Residential Office) Zoning Districts with conditions.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from PMUD (Planned Mixed Use Development) Zoning District with conditions to RE1 (Residential Estate 1) / RMF1 (Residential Multifamily 1) / RO (Residential Office) Zoning District with conditions.

LEGAL DESCRIPTION – PARCEL 4-100 (ZONED RMF1)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lot 270, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the intersection of the Western Right-of-Way of Frank Houser Avenue (Right-of-Way Varies) and the Northern Right-of-Way of Fashionata Drive (55' Right-of-Way), said pin being the POINT OF BEGINNING;

Thence leaving said intersection and following said Right-of-Way of Fashionata Drive, North 88 degrees 45 minutes 18 seconds West, a distance of 402.28 feet to an iron pin found (1/2" rebar);

Thence along an arc of a curve to the right, an arc length of 41.23 feet, having a radius of 222.50 feet, and being subtended by a chord bearing of North 83 degrees 26 minutes 48 seconds West, a chord distance of 41.17 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, North 78 degrees 08 minutes 19 seconds West, a distance of 74.62 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 80.28 feet, having a radius of 427.50 feet, and being subtended by a chord bearing of North 83 degrees 31 minutes 07 seconds West, a chord distance of 80.16 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, North 88 degrees 53 minutes 54 seconds West, a distance of 34.41 feet to an iron pin found (1/2" rebar) on the Eastern Right-of-Way of High Hat Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way of High Hat Drive, North 01 degrees 06 minutes 04 seconds East, a distance of 18.60 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, North 88 degrees 53 minutes 56 seconds West, a distance of 55.00 feet to an iron pin found (1/2" rebar) on the Western Right-of-Way of High Hat;

Thence continuing along said Right-of-Way, South 01 degrees 06 minutes 40 seconds West, a distance of 193.77 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 34.28 feet, having a radius of 94.57 feet, and being subtended by a chord bearing of South 11 degrees 23 minutes 25 seconds West, a chord distance of 34.09 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, South 21 degrees 26 minutes 41 seconds West, a distance of 140.04 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 32.12 feet, having a radius of 232.55 feet, and being subtended by a chord bearing of South 16 degrees 37 minutes 33 seconds West, a chord distance of 39.07 feet to an iron pin found (1/2" rebar) on the Western Right-of-Way of Confetti Blush Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way of Confetti Blush Drive, North 86 degrees 04 minutes 01 seconds West, a distance of 46.78 feet to an iron pin found (1/2" rebar);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 18.66 feet, having a radius of 127.50 feet, and being subtended by a chord bearing of South 89 degrees 44 minutes 23 seconds West, a distance of 18.65 feet to an iron pin found (1/2" rebar);

Thence leaving the Western Right-of-Way of Confetti Blush Drive, North 11 degrees 12 minutes 30 seconds West, a distance of 155.50 feet to a point;

Thence South 63 degrees 24 minutes 07 seconds West, a distance of 96.51 feet to an iron pin found (1/2" rebar);

Thence South 25 degrees 29 minutes 06 seconds East, a distance of 6.02 feet to an iron pin found (1/2" rebar);

Thence South 36 degrees 02 minutes 58 seconds West, a distance of 18.70 feet to an iron pin found (1/2" rebar);

Thence South 63 degrees 36 minutes 06 seconds West, a distance of 43.99 feet to an iron pin found (1/2" rebar);

Thence South 34 degrees 32 minutes 53 seconds West, a distance of 149.77 feet to an iron pin found (1/2" rebar);

Thence North 01 degrees 14 minutes 32 seconds East, a distance of 1206.06 feet to an iron pin found (3/4" crimp top pipe);

Thence North 89 degrees 02 minutes 31 seconds West, a distance of 648.36 feet to an iron pin found (1/2" rebar) on the Eastern Right-of-Way of Norfolk Southern Railroad (50' Right-of-Way);

Thence continuing along said Right-of-Way, North 16 degrees 33 minutes 23 seconds East, a distance of 20.00 feet to a point;

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 612.73 feet, having a radius of 1457.68 feet, and being subtended by a chord bearing of North 04 degrees 29 minutes 14 seconds East, a distance of 608.23 feet to a point;

Thence continuing along said Right-of-Way, North 07 degrees 33 minutes 24 seconds West, a distance of 87.19 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence leaving the Eastern Right-of-Way of Norfolk Southern Railroad, North 82 degrees 26 minutes 53 seconds East, a distance of 98.71 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 44 degrees 53 minutes 12 seconds East, a distance of 254.84 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the left, an arc length of 91.03 feet, having a radius of 1322.65 feet, and being subtended by a chord bearing of North 42 degrees 54 minutes 54 seconds East, a chord distance of 91.01 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 40 degrees 56 minutes 37 seconds East, a distance of 8.96 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Western Right-of-Way of Queen Bee Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way, South 49 degrees 03 minutes 23 seconds East, a distance of 40.48 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 39.10 feet, having a radius of 272.50 feet, and being subtended by a chord bearing of South 44 degrees 56 minutes 45 seconds East, a chord distance of 39.06 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 40 degrees 50 minutes 08 seconds East, a distance of 87.91 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 200.27, having a radius of 527.50 feet, and being subtended by a chord bearing of South 51 degrees 42 minutes 43 seconds East, a chord distance of 199.07 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 62 degrees 35 minutes 18 seconds East, a distance of 81.30 feet to a point;

Thence leaving the Western Right-of-Way of Queen Bee Drive, South 48 degrees 54 minutes 58 seconds West, a distance of 5.55 feet to a point;

Thence North 53 degrees 41 minutes 01 seconds West, a distance of 9.98 feet to a point;

Thence South 68 degrees 44 minutes 53 seconds West, a distance of 29.17 feet to a point;

Thence South 55 degrees 59 minutes 00 seconds West, a distance of 67.63 feet to a point;

Thence South 66 degrees 52 minutes 44 seconds West, a distance of 49.71 feet to a point;

Thence South 25 degrees 47 minutes 56 seconds West, a distance of 19.90 feet to a point;

Thence South 41 degrees 24 minutes 07 seconds West, a distance of 80.46 feet to a point;

Thence South 53 degrees 46 minutes 28 seconds West, a distance of 65.66 feet to a point;

Thence South 09 degrees 39 minutes 53 seconds West, a distance of 53.41 feet to a point;

Thence South 01 degrees 41 minutes 52 seconds East, a distance of 25.06 feet to a point;

Thence South 17 degrees 54 minutes 46 seconds West, a distance of 78.75 feet to a point;

Thence South 10 degrees 03 minutes 00 seconds West, a distance of 31.23 feet to a point;

Thence South 01 degrees 24 minutes 04 seconds West, a distance of 21.93 feet to a point;

Thence South 85 degrees 23 minutes 00 seconds East, a distance of 35.85

feet to a point;

Thence South 13 degrees 28 minutes 04 seconds East, a distance of 28.83 feet to a point;

Thence South 18 degrees 12 minutes 54 seconds East, a distance of 25.73 feet to a point;

Thence North 04 degrees 24 minutes 39 seconds West, a distance of 11.41 feet to a point;

Thence North 09 degrees 58 minutes 20 seconds West, a distance of 55.20 feet to a point;

Thence North 22 degrees 29 minutes 24 seconds East, a distance of 25.02 feet to a point;

Thence North 31 degrees 14 minutes 21 seconds East, a distance of 53.45 feet to a point;

Thence North 54 degrees 28 minutes 41 seconds East, a distance of 51.49 feet to a point;

Thence North 78 degrees 43 minutes 49 seconds East, a distance of 34.26 feet to a point;

Thence North 88 degrees 26 minutes 29 seconds East, a distance of 39.93 feet to a point;

Thence North 74 degrees 31 minutes 28 seconds East, a distance of 29.91 feet to a point;

Thence South 78 degrees 12 minutes 21 seconds East, a distance of 65.40 feet to a point;

Thence North 79 degrees 17 minutes 09 seconds East, a distance of 29.95 feet to a point;

Thence South 61 degrees 52 minutes 14 seconds East, a distance of 51.55 feet to a point;

Thence North 64 degrees 40 minutes 23 seconds East, a distance of 46.75 feet to a point;

Thence North 72 degrees 35 minutes 21 seconds East, a distance of 29.98 feet to a point;

Thence South 87 degrees 56 minutes 32 seconds East, a distance of 26.08 feet to a point on the Western Right-of-Way of Queen Bee Drive;

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 19.99 feet, having a radius of 127.50 feet, and being subtended by a chord bearing of South 23 degrees 50 minutes 06 seconds East, a chord distance of 19.97 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 28 degrees 19 minutes 38 seconds East, a distance of 99.83 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Southern Right-of-Way of Spring Daze Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way of Spring Daze Drive, North 61 degrees 40 minutes 22 seconds East, a distance of 370.98 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 162.02 feet, having a radius of 572.50 feet, and being

subtended by a chord bearing of North 69 degrees 46 minutes 48 seconds East, a chord distance of 161.47 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 77 degrees 53 minutes 14 seconds East, a distance of 49.45 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Western Right-of-Way of Frank Houser Avenue;

Thence continuing along said Right-of-Way of Frank Houser Avenue, South 17 degrees 06 minutes 46 seconds East, a distance of 162.98 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 216.85, having a radius of 772.50 feet, and being subtended by a chord bearing of South 09 degrees 04 minutes 16 seconds East, a chord distance of 216.14 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 01 degrees 01 minutes 45 seconds East, a distance of 118.38 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 38.00 feet, having a radius of 272.50 feet, and being subtended by a chord bearing of South 02 degrees 57 minutes 56 seconds West, a chord distance of 37.97 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 06 degrees 57 minutes 38 seconds West, a distance of 117.74 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 140.45 feet, having a radius of 327.50 feet, and being subtended by a chord bearing of South 05 degrees 19 minutes 31 seconds East, a chord distance of 139.38 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 17 degrees 36 minutes 40 seconds East, a distance of 444.94 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 56.77 feet, having a radius of 172.50 feet, and being subtended by a chord bearing of South 08 degrees 10 minutes 59 seconds East, a chord distance of 56.51 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 01 degrees 14 minutes 42 seconds West, a distance of 46.09 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 89 degrees 19 minutes 11 seconds West, a distance of 2.50 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 01 degrees 14 minutes 42 seconds West, a distance of 87.92 feet to an iron pin found (1/2" rebar) on the Northern Right-of-Way of Fashionata Drive, said pin being the POINT OF BEGINNING.

Said tract containing 40.722 acres.

LEGAL DESCRIPTION – PARCEL 4-200 (RE1 ZONING)

ALL THAT TRACT OR PARCELS OF LAND being in Land Lot 270, 19th

District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Commencing from an iron pin found (1/2" rebar) at the intersection of the Eastern Right-of-Way of Norfolk Southern Railroad (50' Right-of-Way) and the Northern line of Land Lot 270;

Thence leaving said intersection and following said Right-of-Way, South 07 degrees 33 minutes 24 seconds East, a distance of 969.11 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence leaving the Eastern Right-of-Way of Norfolk Southern Railroad, North 82 degrees 26 minutes 53 seconds East, a distance of 98.71 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 44 degrees 53 minutes 12 seconds East, a distance of 254.84 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the left, an arc length of 91.03 feet, having a radius of 1322.65 feet, and being subtended by a chord bearing of North 42 degrees 54 minutes 54 seconds East, a chord distance of 91.01 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 40 degrees 56 minutes 37 seconds East, a distance of 8.96 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Western Right-of-Way of Queen Bee Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way, South 49 degrees 03 minutes 23 seconds East, a distance of 40.48 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 39.10 feet, having a radius of 272.50 feet, and being subtended by a chord bearing of South 44 degrees 56 minutes 45 seconds East, a chord distance of 39.06 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 40 degrees 50 minutes 08 seconds East, a distance of 87.91 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 200.27, having a radius of 527.50 feet, and being subtended by a chord bearing of South 51 degrees 42 minutes 43 seconds East, a chord distance of 199.07 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 62 degrees 35 minutes 18 seconds East, a distance of 81.30 feet to a point, said point being the POINT OF BEGINNING;

Thence continuing along said Right-of-Way, South 62 degrees 35 minutes 18 seconds East, a distance of 126.83 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 87.38 feet, having a radius of 80.00 feet, and being subtended by chord bearing of South 31 degrees 17 minutes 49 seconds East, a chord distance of 83.10 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 00 degrees 00 minutes 20 seconds East, a distance of 95.61 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 43.04 feet, having a radius of 127.50 feet, and being subtended by chord bearing of

East, a chord distance of 42.84 feet to a point;

Thence leaving the Western Right-of-Way of Queen Bee Drive, North 87 degrees 56 minutes 32 seconds West, a distance of 26.08 feet to a point;

Thence South 72 degrees 35 minutes 21 seconds West, a distance of 29.98 feet to a point;

Thence South 64 degrees 40 minutes 23 seconds West, a distance of 46.75 feet to a point;

Thence North 61 degrees 52 minutes 14 seconds West, a distance of 51.55 feet to a point;

Thence South 79 degrees 17 minutes 09 seconds West, a distance of 29.95 feet to a point;

Thence North 78 degrees 12 minutes 21 seconds West, a distance of 65.40 feet to a point;

Thence South 74 degrees 31 minutes 28 seconds West, a distance of 29.91 feet to a point;

Thence South 88 degrees 26 minutes 29 seconds West, a distance of 39.93 feet to a point;

Thence South 78 degrees 43 minutes 49 seconds West, a distance of 34.26 feet to a point;

Thence South 54 degrees 28 minutes 41 seconds West, a distance of 51.49 feet to a point;

Thence South 31 degrees 14 minutes 21 seconds West, a distance of 53.45 feet to a point;

Thence South 22 degrees 29 minutes 24 seconds West, a distance of 25.02 feet to a point;

Thence South 09 degrees 58 minutes 20 seconds East, a distance of 55.20 feet to a point;

Thence South 04 degrees 24 minutes 39 seconds East, a distance of 11.41 feet to a point;

Thence North 18 degrees 12 minutes 54 seconds West, a distance of 25.73 feet to a point;

Thence North 13 degrees 28 minutes 04 seconds West, a distance of 28.83 feet to a point;

Thence North 85 degrees 23 minutes 39 seconds West, a distance of 35.85 feet to a point;

Thence North 01 degrees 24 minutes 04 seconds East, a distance of 21.93 feet to a point;

Thence North 10 degrees 03 minutes 00 seconds East, a distance of 31.23 feet to a point;

Thence North 17 degrees 54 minutes 46 seconds East, a distance of 78.75 feet to a point;

Thence North 01 degrees 41 minutes 52 seconds West, a distance of 25.06 feet to a point;

Thence North 09 degrees 39 minutes 53 seconds East, a distance of 53.41 feet to a point;

Thence North 53 degrees 46 minutes 28 seconds East, a distance of 65.66 feet to a point;

Thence North 41 degrees 24 minutes 07 seconds East, a distance of 80.46 feet to a point;

Thence North 25 degrees 47 minutes 56 seconds East, a distance of 19.90 feet to a point;

Thence North 66 degrees 52 minutes 44 seconds East, a distance of 49.71 feet to a point;

Thence North 55 degrees 59 minutes 00 seconds East, a distance of 67.63 feet to a point;

Thence North 68 degrees 44 minutes 53 seconds East, a distance of 29.17 feet to a point;

Thence South 53 degrees 41 minutes 01 seconds East, a distance of 9.98 feet to a point;

Thence North 48 degrees 54 minutes 58 seconds East, a distance of 5.55 feet to a point on Western Right-of-Way of Queen Bee Drive, said point being the POINT OF BEGINNING.

Said tract containing 2.171 acres, more or less.

LEGAL DESCRIPTION – PARCEL 4-300 (RMF1 ZONING)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lot 270, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the intersection of the Eastern Right-of-Way of Norfolk Southern Railroad (50' Right-of-Way) and the Northern line of Land Lot 270;

Thence South 88 degrees 20 minutes 07 seconds East, a distance of 654.87 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879), said rebar being the POINT OF BEGINNING;

Thence South 88 degrees 20 minutes 07 seconds East, a distance of 281.05 feet to a point;

Thence South 13 degrees 00 minutes 29 seconds East, a distance of 13.91 feet to a point;

Thence South 46 degrees 08 minutes 34 seconds West, a distance of 7.56 feet to a point;

Thence South 15 degrees 29 minutes 45 seconds West, a distance of 6.43 feet to a point;

Thence North 56 degrees 25 minutes 48 seconds East, a distance of 6.44 feet to a point;

Thence South 86 degrees 15 minutes 36 seconds East, a distance of 5.69 feet to a point;

Thence South 76 degrees 57 minutes 21 seconds East, a distance of 11.01 feet to a point;

Thence North 48 degrees 46 minutes 53 seconds East, a distance of 7.19 feet to a point;

Thence South 88 degrees 14 minutes 14 seconds East, a distance of 19.64

feet to a point;

Thence South 58 degrees 03 minutes 21 seconds East, a distance of 18.84 feet to a point;

Thence South 44 degrees 52 minutes 34 seconds East, a distance of 19.21 feet to a point;

Thence South 24 degrees 05 minutes 35 seconds East, a distance of 30.45 feet to a point;

Thence South 25 degrees 58 minutes 31 seconds East, a distance of 27.48 feet to a point;

Thence South 37 degrees 10 minutes 57 seconds East, a distance of 8.27 feet to a point;

Thence South 44 degrees 26 minutes 07 seconds East, a distance of 14.74 feet to a point;

Thence South 51 degrees 12 minutes 39 seconds East, a distance of 26.90 feet to a point;

Thence South 15 degrees 11 minutes 30 seconds West, a distance of 21.93 feet to a point;

Thence South 10 degrees 58 minutes 51 seconds East, a distance of 26.27 feet to a point;

Thence South 10 degrees 14 minutes 35 seconds West, a distance of 34.87 feet to a point;

Thence North 70 degrees 43 minutes 48 seconds West, a distance of 21.18 feet to a point;

Thence South 50 degrees 53 minutes 32 seconds West, a distance of 11.39 feet to a point;

Thence North 81 degrees 04 minutes 53 seconds East, a distance of 8.08 feet to a point;

Thence South 49 degrees 01 minutes 36 seconds East, a distance of 16.43 feet to a point;

Thence South 18 degrees 47 minutes 18 seconds West, a distance of 37.09 feet to a point;

Thence South 14 degrees 01 minutes 40 seconds East, a distance of 56.85 feet to a point;

Thence North 87 degrees 38 minutes 27 seconds West, a distance of 30.19 feet to a point;

Thence South 05 degrees 02 minutes 43 seconds West, a distance of 2.23 feet to a point;

Thence South 52 degrees 18 minutes 00 seconds East, a distance of 6.20 feet to a point;

Thence South 79 degrees 02 minutes 35 seconds East, a distance of 25.46 feet to a point;

Thence South 16 degrees 54 minutes 58 seconds East, a distance of 36.59 feet to a point;

Thence South 00 degrees 56 minutes 41 seconds East, a distance of 35.16 feet to a point;

Thence North 87 degrees 06 minutes 15 seconds West, a distance of 29.30 feet to a point;

Thence North 69 degrees 02 minutes 36 seconds West, a distance of 15.72 feet to a point;

Thence South 60 degrees 05 minutes 44 seconds West, a distance of 7.90 feet to a point;

Thence South 63 degrees 12 minutes 34 seconds East, a distance of 20.64 feet to a point;

Thence South 59 degrees 01 minutes 15 seconds East, a distance of 9.84 feet to a point;

Thence South 72 degrees 44 minutes 47 seconds East, a distance of 27.01 feet to a point;

Thence South 12 degrees 42 minutes 31 seconds West, a distance of 21.16 feet to a point;

Thence South 34 degrees 48 minutes 15 seconds West, a distance of 37.33 feet to a point;

Thence South 30 degrees 23 minutes 29 seconds West, a distance of 57.85 feet to a point;

Thence South 19 degrees 01 minutes 40 seconds West, a distance of 44.73 feet to a point;

Thence South 27 degrees 05 minutes 36 seconds West, a distance of 36.74 feet to a point;

Thence South 35 degrees 25 minutes 06 seconds West, a distance of 29.49 feet to a point;

Thence North 80 degrees 38 minutes 00 seconds West, a distance of 19.28 feet to a point;

Thence South 56 degrees 19 minutes 36 seconds West, a distance of 13.09 feet to a point;

Thence South 49 degrees 15 minutes 31 seconds East, a distance of 21.80 feet to a point;

Thence South 70 degrees 04 minutes 12 seconds West, a distance of 21.19 feet to a point;

Thence South 39 degrees 22 minutes 10 seconds West, a distance of 51.26 feet to a point on the Eastern Right-of-Way of Queen Bee Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way, North 52 degrees 23 minutes 19 seconds West, a distance of 363.14 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 10 degrees 11 minutes 26 seconds, having a radius of 327.50 feet, and being subtended by a chord bearing of North 57 degrees 29 minutes 02 seconds West, a chord distance of 58.17 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 62 degrees 34 minutes 45 seconds West, a distance of 51.07 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence leaving the Eastern Right-of-Way of Queen Bee, North 40 degrees 56 minutes 37 seconds East, a distance of 20.07 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the right, an arc length of 03 degrees 56 minutes 35 seconds, having a radius of 1377.50 feet, and being subtended by a chord bearing of North 42 degrees 54 minutes 55 seconds East, a chord distance of 94.78 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 44 degrees 53 minutes 12 seconds East, a distance of 115.38 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 04 degrees 53 minutes 45 seconds West, a distance of 242.21 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879), said pin being the POINT OF BEGINNING.

Said tract containing 5.513 acres, more or less.

LEGAL DESCRIPTION – PARCEL 4-400 (RO ZONING)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lots 263 & 270, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Commencing from an iron pin found (1/2" rebar) at the intersection of the Western Right-of-Way of Frank Houser Avenue (Right-of-Way Varies) and the Northern Right-of-Way of Fashionata Drive (55' Right-of-Way);

Thence leaving said intersection and following said Right-of-Way of Frank Houser Avenue, North 01 degrees 14 minutes 42 seconds East, a distance of 87.92 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, South 89 degrees 19 minutes 11 seconds East, a distance of 2.50 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 01 degrees 14 minutes 42 seconds East, a distance of 46.09 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 56.77 feet, having a radius of 172.50 feet, and being subtended by a chord bearing of North 08 degrees 10 minutes 59 seconds West, a chord distance of 56.51 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 17 degrees 36 minutes 40 seconds West, a distance of 444.94 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 140.45 feet, having a radius of 327.50 feet, and being subtended by a chord bearing of North 05 degrees 19 minutes 31 seconds West, a chord distance of 139.38 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 55 degrees 05 minutes 25 seconds East, a distance of 73.86 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Eastern Right-of-Way of Frank Houser Avenue, said pin being the POINT OF BEGINNING;

Thence continuing along said Right-of-Way, North 06 degrees 57 minutes 38 seconds East, a distance of 68.44 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the

left, an arc length of 45.67 feet, having a radius of 327.50 feet, and being subtended by a chord bearing of North 02 degrees 57 minutes 56 seconds East, a chord distance of 45.63 to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 01 degrees 01 minutes 45 seconds West, a distance of 118.38 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 262.29 feet, having a radius of 827.50 feet, and being subtended by a chord bearing of North 09 degrees 04 minutes 16 seconds West, a chord distance of 231.53 to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 17 degrees 06 minutes 46 seconds West, a distance of 158.16 feet to a to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 17 degrees 06 minutes 46 seconds West, a distance of 55.21 feet to a to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Northern Right-of-Way of Spring Daze Drive (55' Right-of-Way);

Thence said Right-of-Way, North 16 degrees 03 minutes 56 seconds East, a distance of 82.59 feet to a point;

Thence North 76 degrees 42 minutes 10 seconds East, a distance of 52.23 feet to a point;

Thence South 80 degrees 16 minutes 47 seconds East, a distance of 15.71 feet to a point;

Thence South 55 degrees 49 minutes 19 seconds East, a distance of 10.43 feet to a point;

Thence South 34 degrees 49 minutes 41 seconds East, a distance of 13.13 feet to a point;

Thence South 12 degrees 23 minutes 21 seconds East, a distance of 71.65 feet to a point;

Thence North 79 degrees 17 minutes 21 seconds East, a distance of 40.97 feet to a point;

Thence North 07 degrees 52 minutes 55 seconds East, a distance of 14.28 feet to a point;

Thence North 22 degrees 13 minutes 45 seconds West, a distance of 102.67 feet to a point;

Thence North 20 degrees 25 minutes 18 seconds West, a distance of 25.25 feet to a point;

Thence North 00 degrees 12 minutes 23 seconds West, a distance of 64.31 feet to a point;

Thence North 26 degrees 48 minutes 27 seconds East, a distance of 44.66 feet to a point;

Thence North 12 degrees 09 minutes 48 seconds East, a distance of 33.96 feet to a point;

Thence North 26 degrees 35 minutes 04 seconds East, a distance of 51.17 feet to a point;

Thence North 03 degrees 47 m

feet to a point;

Thence North 67 degrees 26 minutes 43 seconds East, a distance of 29.65 feet to a point;

Thence North 33 degrees 54 minutes 20 seconds East, a distance of 18.59 feet to a point;

Thence South 78 degrees 37 minutes 01 seconds East, a distance of 33.01 feet to a point;

Thence South 09 degrees 08 minutes 08 seconds East, a distance of 30.33 feet to a point;

Thence South 47 degrees 25 minutes 35 seconds East, a distance of 43.25 feet to a point;

Thence South 50 degrees 04 minutes 54 seconds East, a distance of 13.20 feet to a point;

Thence North 30 degrees 04 minutes 26 seconds West, a distance of 22.10 feet to a point;

Thence North 43 degrees 34 minutes 48 seconds West, a distance of 32.19 feet to a point;

Thence North 05 degrees 56 minutes 40 seconds East, a distance of 30.88 feet to a point;

Thence North 42 degrees 34 minutes 03 seconds East, a distance of 13.39 feet to a point;

Thence North 04 degrees 00 minutes 18 seconds West, a distance of 26.21 feet to a point;

Thence North 13 degrees 42 minutes 30 seconds West, a distance of 15.89 feet to a point;

Thence North 05 degrees 40 minutes 08 seconds East, a distance of 48.96 feet to a point;

Thence North 03 degrees 25 minutes 02 seconds West, a distance of 20.58 feet to a point;

Thence North 13 degrees 11 minutes 34 seconds East, a distance of 35.23 feet to a point;

Thence North 04 degrees 13 minutes 14 seconds East, a distance of 45.65 feet to a point;

Thence North 38 degrees 37 minutes 39 seconds East, a distance of 34.68 feet to a point;

Thence North 44 degrees 12 minutes 20 seconds East, a distance of 61.80 feet to a point;

Thence North 53 degrees 42 minutes 03 seconds East, a distance of 62.13 feet to a point;

Thence North 57 degrees 34 minutes 18 seconds East, a distance of 41.79 feet to a point;

Thence North 53 degrees 35 minutes 41 seconds East, a distance of 129.01 feet to a point;

Thence North 67 degrees 53 minutes 20 seconds East, a distance of 66.37 feet to a point;

Thence North 62 degrees 43 minutes 18 seconds East, a distance of 69.82 feet to a point;

Thence North 66 degrees 46 minutes 04 seconds East, a distance of 50.70 feet to a point;

Thence South 66 degrees 29 minutes 15 seconds East, a distance of 41.56 feet to a point;

Thence South 34 degrees 05 minutes 16 seconds East, a distance of 20.49 feet to a point;

Thence South 46 degrees 50 minutes 43 seconds East, a distance of 35.30 feet to a point;

Thence North 87 degrees 39 minutes 11 seconds East, a distance of 42.14 feet to a point;

Thence South 53 degrees 22 minutes 02 seconds East, a distance of 34.53 feet to a point;

Thence South 60 degrees 35 minutes 28 seconds East, a distance of 29.12 feet to a point;

Thence South 47 degrees 50 minutes 54 seconds East, a distance of 59.79 feet to a point;

Thence South 56 degrees 49 minutes 09 seconds East, a distance of 41.01 feet to a point;

Thence South 47 degrees 51 minutes 59 seconds East, a distance of 15.48 feet to a point;

Thence South 25 degrees 54 minutes 19 seconds East, a distance of 65.59 feet to a point;

Thence South 05 degrees 50 minutes 03 seconds West, a distance of 44.08 feet to a point;

Thence South 16 degrees 39 minutes 58 seconds West, a distance of 39.46 feet to a point;

Thence South 31 degrees 50 minutes 06 seconds West, a distance of 31.16 feet to a point;

Thence South 11 degrees 09 minutes 25 seconds West, a distance of 51.00 feet to a point;

Thence South 32 degrees 25 minutes 23 seconds East, a distance of 49.53 feet to a point;

Thence North 80 degrees 52 minutes 14 seconds East, a distance of 17.79 feet to a point;

Thence South 45 degrees 27 minutes 25 seconds East, a distance of 31.88 feet to a point;

Thence South 29 degrees 17 minutes 00 seconds East, a distance of 22.10 feet to a point;

Thence South 65 degrees 04 minutes 22 seconds East, a distance of 5.25 feet to a point;

Thence North 77 degrees 35 minutes 41 seconds East, a distance of 14.69 feet to a point;

Thence South 15 degrees 46 minutes 51 seconds East, a distance of 24.51 feet to a point;

Thence South 79 degrees 03 minutes 01 seconds East, a distance of 10.62 feet to a point;

Thence North 72 degrees 26 minutes 23 seconds East, a distance of 7.06 feet to a point;

Thence South 88 degrees 33 minutes 48 seconds East, a distance of 20.62 feet to a point;

Thence South 52 degrees 13 minutes 33 seconds East, a distance of 20.22 feet to a point;

Thence South 72 degrees 15 minutes 12 seconds East, a distance of 32.53 feet to a point;

Thence South 66 degrees 47 minutes 19 seconds East, a distance of 21.12 feet to a point;

Thence South 70 degrees 12 minutes 26 seconds East, a distance of 25.25 feet to a point;

Thence South 85 degrees 53 minutes 22 seconds East, a distance of 30.31 feet to a point;

Thence South 83 degrees 05 minutes 28 seconds East, a distance of 51.17 feet to a point;

Thence South 67 degrees 23 minutes 04 seconds East, a distance of 27.55 feet to a point;

Thence South 54 degrees 04 minutes 09 seconds East, a distance of 38.02 feet to a point;

Thence South 05 degrees 28 minutes 47 seconds West, a distance of 7.97 feet to a point;

Thence South 23 degrees 07 minutes 50 seconds East, a distance of 5.76 feet to a point;

Thence South 50 degrees 46 minutes 06 seconds East, a distance of 8.41 feet to a point;

Thence South 00 degrees 58 minutes 19 seconds West, a distance of 1626.17 feet to an iron pin found (3/4" crimp top pipe);

Thence North 89 degrees 01 minutes 41 seconds West, a distance of 25.00 feet to an iron pin found (1/2" rebar);

Thence North 00 degrees 58 minutes 19 seconds East, a distance of 465.91 feet to an iron pin found (1/2" rebar);

Thence North 02 degrees 28 minutes 30 seconds West, a distance of 31.43 feet to an iron pin found (1/2" rebar);

Thence North 02 degrees 28 minutes 30 seconds West, a distance of 360.41 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 20 degrees 53 minutes 52 seconds West, a distance of 326.85 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 61 degrees 58 minutes 17 seconds East, a distance of 44.88 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 314.55

feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 90 degrees 00 minutes 00 seconds West, a distance of 433.18 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 123.90 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 90 degrees 00 minutes 00 seconds West, a distance of 3.34 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the left, an arc length of 182.76 feet, having a radius of 116.35 feet, and being subtended by a chord bearing of South 45 degrees 00 minutes 00 seconds West, a chord distance of 164.54 to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 32.50 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 89 degrees 33 minutes 04 seconds West, a distance of 46.27 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the left, an arc length of 111.78 feet, having a radius of 72.78 feet, and being subtended by a chord bearing of South 45 degrees 33 minutes 13 seconds West, a chord distance of 101.11 to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 01 degrees 33 minutes 23 seconds West, a distance of 96.00 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 63 degrees 37 minutes 45 seconds West, a distance of 47.67 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 04 degrees 38 minutes 26 seconds West, a distance of 39.02 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 55 degrees 50 minutes 16 seconds West, a distance of 59.46 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the left, an arc length of 32.14 feet, having a radius of 32.98 feet, and being subtended by a chord bearing of South 27 degrees 55 minutes 08 seconds West, a chord distance of 30.88 to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 143.65 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 48 degrees 39 minutes 51 seconds West, a distance of 89.30 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence along an arc of a curve to the left, an arc length of 91.74 feet, having a radius of 79.08 feet, and being subtended by a chord bearing of South 48 degrees 39 minutes 51 seconds West, a chord distance of 86.68 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 75 degrees 38 minutes 15 seconds West, a distance of 40.27 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 15 degrees 46 minutes 33 seconds West, a distance of 21.02 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence North 83 degrees 02 minutes 22 seconds West, a distance of 131.31 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879) on the Eastern Right-of-Way of Frank Houser Avenue, said pin being the POINT OF BEGINNING,

Said tract containing 22.791 ac

less.

LEGAL DESCRIPTION – PARCEL 4-500 (RE1 ZONING)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lots 263 & 270, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) at the intersection of the Eastern Right-of-Way of Norfolk Southern Railroad (50' Right-of-Way) and the Northern line of Land Lot 270;

Thence South 88 degrees 20 minutes 07 seconds East, a distance of 654.87 feet to an iron pin set (1/2" rebar w/ cap - GRAY 25217-2879);

Thence South 88 degrees 20 minutes 07 seconds East, a distance of 281.05 feet to a point, said point being the POINT OF BEGINNING;

Thence South 88 degrees 20 minutes 07 seconds East, a distance of 496.45 feet to an iron pin found (3/4" crimp top pipe);

Thence South 88 degrees 17 minutes 38 seconds East, a distance of 499.59 feet to an iron pin found (1" open top pipe);

Thence South 49 degrees 03 minutes 38 seconds West, a distance of 334.23 feet to a point;

Thence South 16 degrees 03 minutes 56 seconds West, a distance of 596.76 feet to a point;

Thence South 78 degrees 44 minutes 55 seconds West, a distance of 82.33 feet to a point;

Thence North 42 degrees 39 minutes 36 seconds West, a distance of 98.18 feet to a point;

Thence North 45 degrees 38 minutes 22 seconds West, a distance of 28.85 feet to a point;

Thence North 77 degrees 29 minutes 30 seconds West, a distance of 19.83 feet to a point;

Thence South 48 degrees 21 minutes 56 seconds West, a distance of 53.28 feet to a point;

Thence South 29 degrees 36 minutes 17 seconds West, a distance of 47.43 feet to a point;

Thence South 24 degrees 05 minutes 25 seconds West, a distance of 60.14 feet to a point;

Thence South 33 degrees 41 minutes 03 seconds West, a distance of 43.43 feet to a point;

Thence South 39 degrees 48 minutes 48 seconds West, a distance of 48.13 feet to a point;

Thence South 50 degrees 31 minutes 33 seconds West, a distance of 14.85 feet to a point;

Thence South 58 degrees 14 minutes 41 seconds West, a distance of 83.41 feet to a point;

Thence North 71 degrees 46 minutes 45 seconds West, a distance of 8.92 feet to a point;

Thence North 33 degrees 17 minutes 14 seconds West, a distance of 19.71 feet to a point;

Thence South 72 degrees 06 minutes 45 seconds West, a distance of 32.68 feet to a point;

Thence South 70 degrees 10 minutes 10 seconds West, a distance of 31.31 feet to a point;

Thence South 08 degrees 53 minutes 57 seconds West, a distance of 11.20 feet to a point;

Thence South 62 degrees 46 minutes 16 seconds West, a distance of 10.54 feet to a point on the Eastern Right-of-Way of Queen Bee Drive (55' Right-of-Way);

Thence continuing along said Right-of-Way, along an arc of a curve to the right, an arc length of 33.02 feet, having a radius of 72.50 feet, and being subtended by a chord bearing of North 13 degrees 02 minutes 54 seconds West, a chord distance of 32.74 feet to an iron pin set (1/2" rebar w/ cap – GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 00 degrees 00 minutes 00 seconds East, a distance of 117.34 feet to an iron pin set (1/2" rebar w/ cap – GRAY 25217-2879);

Thence continuing along said Right-of-Way, along an arc of a curve to the left, an arc length of 205.73 feet, having a radius of 225.00 feet, and being subtended by a chord bearing of North 26 degrees 11 minutes 39 seconds West, a chord distance of 198.64 feet to an iron pin set (1/2" rebar w/ cap – GRAY 25217-2879);

Thence continuing along said Right-of-Way, North 52 degrees 23 minutes 19 seconds West, a distance of 21.40 feet to a point;

Thence leaving the Eastern Right-of-Way of Queen Bee Drive, North 39 degrees 22 minutes 10 seconds East, a distance of 51.26 feet to a point;

Thence North 70 degrees 04 minutes 12 seconds East, a distance of 21.19 feet to a point;

Thence North 49 degrees 15 minutes 31 seconds West, a distance of 21.80 feet to a point;

Thence North 56 degrees 19 minutes 36 seconds East, a distance of 13.09 feet to a point;

Thence South 80 degrees 38 minutes 00 seconds East, a distance of 19.28 feet to a point;

Thence North 35 degrees 25 minutes 06 seconds East, a distance of 29.49 feet to a point;

Thence North 27 degrees 05 minutes 36 seconds East, a distance of 36.74 feet to a point;

Thence North 19 degrees 01 minutes 40 seconds East, a distance of 44.73 feet to a point;

Thence North 30 degrees 23 minutes 29 seconds East, a distance of 57.85 feet to a point;

Thence North 34 degrees 48 minutes 15 seconds East, a distance of 37.33 feet to a point;

Thence North 12 degrees 42 minutes 31 seconds East, a distance of 21.16 feet to a point;

Thence North 72 degrees 44 m

feet to a point;

Thence North 59 degrees 01 minutes 15 seconds West, a distance of 9.84 feet to a point;

Thence North 63 degrees 12 minutes 34 seconds West, a distance of 20.64 feet to a point;

Thence North 60 degrees 05 minutes 44 seconds East, a distance of 7.90 feet to a point;

Thence South 69 degrees 02 minutes 36 seconds East, a distance of 15.72 feet to a point;

Thence South 87 degrees 06 minutes 15 seconds East, a distance of 29.30 feet to a point;

Thence North 00 degrees 56 minutes 41 seconds West, a distance of 35.16 feet to a point;

Thence North 16 degrees 54 minutes 58 seconds West, a distance of 36.59 feet to a point;

Thence North 79 degrees 02 minutes 35 seconds West, a distance of 25.46 feet to a point;

Thence North 52 degrees 18 minutes 00 seconds West, a distance of 6.20 feet to a point;

Thence North 05 degrees 02 minutes 43 seconds East, a distance of 2.23 feet to a point;

Thence South 87 degrees 38 minutes 27 seconds East, a distance of 30.19 feet to a point;

Thence North 14 degrees 01 minutes 40 seconds West, a distance of 56.85 feet to a point;

Thence North 18 degrees 47 minutes 18 seconds East, a distance of 37.09 feet to a point;

Thence North 49 degrees 01 minutes 36 seconds West, a distance of 16.43 feet to a point;

Thence South 81 degrees 04 minutes 53 seconds West, a distance of 8.08 feet to a point;

Thence North 50 degrees 53 minutes 32 seconds East, a distance of 11.39 feet to a point;

Thence South 70 degrees 43 minutes 48 seconds East, a distance of 21.18 feet to a point;

Thence North 10 degrees 14 minutes 35 seconds East, a distance of 34.87 feet to a point;

Thence North 10 degrees 58 minutes 51 seconds West, a distance of 26.27 feet to a point;

Thence North 15 degrees 11 minutes 30 seconds East, a distance of 21.93 feet to a point;

Thence North 51 degrees 12 minutes 39 seconds West, a distance of 26.90 feet to a point;

Thence North 44 degrees 26 minutes 07 seconds West, a distance of 14.74 feet to a point;

Thence North 37 degrees 10 minutes 57 seconds West, a distance of 8.27 feet to a point;

Thence North 25 degrees 58 minutes 31 seconds West, a distance of 27.48 feet to a point;

Thence North 24 degrees 05 minutes 35 seconds West, a distance of 30.45 feet to a point;

Thence North 44 degrees 52 minutes 34 seconds West, a distance of 19.21 feet to a point;

Thence North 58 degrees 03 minutes 21 seconds West, a distance of 18.84 feet to a point;

Thence North 88 degrees 14 minutes 51 seconds West, a distance of 19.64 feet to a point;

Thence South 48 degrees 46 minutes 53 seconds West, a distance of 7.19 feet to a point;

Thence North 76 degrees 57 minutes 21 seconds West, a distance of 11.01 feet to a point;

Thence North 86 degrees 15 minutes 36 seconds West, a distance of 5.69 feet to a point;

Thence South 56 degrees 25 minutes 48 seconds West, a distance of 6.44 feet to a point;

Thence North 15 degrees 29 minutes 45 seconds East, a distance of 6.43 feet to a point;

Thence North 46 degrees 08 minutes 34 seconds East, a distance of 7.56 feet to a point;

Thence North 13 degrees 00 minutes 29 seconds West, a distance of 13.91 feet to a point, said point being the POINT OF BEGINNING.

Said tract containing 12.616 acres, more or less.

LEGAL DESCRIPTION – PARCEL 4-501 (RE1 ZONING)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lot 263 AND 270, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Beginning at an iron pin found at the Southeast Corner of Land Lot 263, 19th Land District, thence South 00 deg 58 min 19 sec West, a distance of 438.73 feet; thence North 50 deg 46 min 06 sec West, a distance of 8.41 feet; thence North 23 deg 07 min 50 sec West, a distance of 5.76 feet; thence North 05 deg 28 min 47 sec East, a distance of 7.97 feet; thence North 54 deg 04 min 09 sec West, a distance of 38.02 feet; thence North 67 deg 23 min 04 sec West, a distance of 27.55 feet; thence North 83 deg 05 min 28 sec West, a distance of 51.17 feet; thence North 85 deg 53 min 22 sec West, a distance of 30.31 feet; thence North 70 deg 12 min 26 sec West, a distance of 25.25 feet; thence North 66 deg 47 min 19 sec West, a distance of 21.12 feet; thence North 72 deg 15 min 12 sec West, a distance of 32.53 feet; thence North 52 deg 13 min 33 sec West, a distance of 20.22 feet; thence North 88 deg 33 min 48 sec West, a distance of 20.62 feet; thence South 72 deg 26 min 23 sec West, a distance of 7.06 feet; thence North 79 deg 03 min 01 sec West, a distance of 10.62 feet; thence North 15 deg 46 min 51 sec West, a distance of 24.51 feet; thence South 77 deg 35 min 41 sec West, a distance of 14.69 feet; thence North 65 deg 04 min 22 sec West, a distance of 5.25 feet; thence North 29 deg 17 min 00 sec West, a distance of 22.10 feet; thence North 45 deg 27

thence South 80 deg 52 min 14 sec West, a distance of 17.79 feet; thence North 32 deg 25 min 23 sec West, a distance of 49.53 feet; thence North 11 deg 09 min 25 sec East, a distance of 51.00 feet; thence North 31 deg 50 min 06 sec East, a distance of 31.16 feet; thence North 16 deg 39 min 58 sec East, a distance of 39.46 feet; thence North 05 deg 50 min 03 sec East, a distance of 44.08 feet; thence North 25 deg 54 min 19 sec West, a distance of 65.59 feet; thence North 47 deg 51 min 59 sec West, a distance of 15.48 feet; thence North 56 deg 49 min 09 sec West, a distance of 41.01 feet; thence North 47 deg 50 min 54 sec West, a distance of 59.79 feet; thence North 60 deg 35 min 28 sec West, a distance of 29.12 feet; thence North 53 deg 22 min 02 sec West, a distance of 34.53 feet; thence South 87 deg 39 min 11 sec West, a distance of 42.14 feet; thence North 46 deg 50 min 43 sec West, a distance of 35.30 feet; thence North 34 deg 05 min 16 sec West, a distance of 20.49 feet; thence North 66 deg 29 min 15 sec West, a distance of 41.56 feet; thence South 66 deg 46 min 04 sec West, a distance of 50.70 feet; thence South 62 deg 43 min 18 sec West, a distance of 69.82 feet; thence South 67 deg 53 min 20 sec West, a distance of 66.37 feet; thence South 53 deg 35 min 41 sec West, a distance of 129.01 feet; thence South 57 deg 34 min 18 sec West, a distance of 41.79 feet; thence South 53 deg 42 min 03 sec West, a distance of 62.13 feet; thence South 44 deg 12 min 20 sec West, a distance of 61.80 feet; thence South 38 deg 37 min 39 sec West, a distance of 34.68 feet; thence South 04 deg 13 min 14 sec West, a distance of 45.65 feet; thence South 13 deg 11 min 34 sec West, a distance of 35.23 feet; thence South 03 deg 25 min 02 sec East, a distance of 20.58 feet; thence South 05 deg 40 min 08 sec West, a distance of 48.96 feet; thence South 13 deg 42 min 30 sec East, a distance of 15.89 feet; thence South 04 deg 00 min 18 sec East, a distance of 26.21 feet; thence South 42 deg 34 min 03 sec West, a distance of 13.39 feet; thence South 05 deg 56 min 40 sec West, a distance of 30.88 feet; thence South 43 deg 34 min 48 sec East, a distance of 32.19 feet; thence South 30 deg 04 min 26 sec East, a distance of 22.10 feet; thence North 50 deg 04 min 54 sec West, a distance of 13.20 feet; thence North 47 deg 25 min 35 sec West, a distance of 43.25 feet; thence North 09 deg 08 min 08 sec West, a distance of 30.33 feet; thence North 78 deg 37 min 01 sec West, a distance of 33.01 feet; thence South 33 deg 54 min 20 sec West, a distance of 18.59 feet; thence South 67 deg 26 min 43 sec West, a distance of 29.65 feet; thence South 03 deg 47 min 58 sec West, a distance of 25.11 feet; thence South 26 deg 35 min 04 sec West, a distance of 51.17 feet; thence South 12 deg 09 min 48 sec West, a distance of 33.96 feet; thence South 26 deg 48 min 27 sec West, a distance of 44.66 feet; thence South 00 deg 12 min 23 sec East, a distance of 64.31 feet; thence South 20 deg 25 min 18 sec East, a distance of 25.25 feet; thence South 22 deg 13 min 45 sec East, a distance of 102.67 feet; thence South 07 deg 52 min 55 sec West, a distance of 14.28 feet; thence South 79 deg 17 min 21 sec West, a distance of 40.97 feet; thence North 12 deg 23 min 21 sec West, a distance of 71.65 feet; thence North 34 deg 49 min 41 sec West, a distance of 13.13 feet; thence North 55 deg 49 min 19 sec West, a distance of 10.43 feet; thence North 80 deg 16 min 47 sec West, a distance of 15.71 feet; thence South 76 deg 42 min 10 sec West, a distance of 52.23 feet; thence North 16 deg 03 min 56 sec East, a distance of 483.88 feet; thence North 49 deg 03 min 38 sec East, a distance of 342.89 feet; thence North 01 deg 31 min 05 sec East, a distance of 943.54 feet; thence North 21 deg 22 min 06 sec East, a distance of 3.05 feet; thence North 36 deg 19 min 24 sec East, a distance of 13.65 feet; thence North 22 deg 28 min 37 sec East, a distance of 25.26 feet; thence North 47 deg 35 min 00 sec East, a distance of 21.30 feet; thence North 05 deg 37 min 38 sec East, a distance of 9.16 feet; thence North 11 deg 19 min 03 sec West, a distance of 13.73 feet; thence North 31 deg 10 min 36 sec East, a distance of 33.84 feet; thence North 24 deg 23 min 31 sec East, a distance of 33.85 feet; thence North 71 deg 34 min 36 sec East, a distance of 6.39 feet; thence North 15 deg 50 min 34 sec East, a distance of 31.26 feet; thence North 10 deg 38 min 44 sec West, a distance of 42.64 feet; thence North 40 deg 50 min 04 sec East, a distance of 6.53 feet; thence North 57 deg 44 min 02 sec East, a distance of 49.75 feet; thence North 14 deg 43 min 29 sec East, a distance of 22.97 feet; thence North 07 deg 49 min 14 sec East, a distance of 23.11 feet; thence North 36 deg 39 min 41 sec East, a distance of 38.47 feet; thence North 54 deg 10 min 52 sec East, a distance of 19.94 feet; thence North 38 deg 10 min 35 sec East, a distance of

sec East, a distance of 26.45 feet; thence South 79 deg 39 min 05 sec East, a distance of 37.56 feet; thence South 02 deg 13 min 32 sec East, a distance of 23.14 feet; thence South 41 deg 29 min 14 sec East, a distance of 12.88 feet; thence South 15 deg 18 min 11 sec East, a distance of 29.79 feet; thence South 18 deg 21 min 11 sec West, a distance of 38.84 feet; thence South 03 deg 43 min 04 sec West, a distance of 55.74 feet; thence South 16 deg 35 min 29 sec West, a distance of 46.94 feet; thence South 00 deg 28 min 55 sec West, a distance of 42.98 feet; thence South 08 deg 19 min 52 sec West, a distance of 14.97 feet; thence South 33 deg 54 min 52 sec West, a distance of 55.71 feet; thence South 30 deg 35 min 18 sec West, a distance of 17.08 feet; thence South 04 deg 05 min 18 sec West, a distance of 15.21 feet; thence South 30 deg 49 min 07 sec West, a distance of 21.87 feet; thence South 04 deg 34 min 38 sec East, a distance of 27.18 feet; thence South 18 deg 57 min 31 sec West, a distance of 25.59 feet; thence South 18 deg 42 min 39 sec East, a distance of 24.79 feet; thence South 34 deg 26 min 12 sec East, a distance of 23.65 feet; thence South 22 deg 59 min 11 sec West, a distance of 10.71 feet; thence South 04 deg 36 min 11 sec East, a distance of 31.68 feet; thence South 02 deg 07 min 21 sec West, a distance of 49.03 feet; thence South 39 deg 18 min 32 sec East, a distance of 5.16 feet; thence South 78 deg 01 min 55 sec East, a distance of 36.75 feet; thence South 45 deg 01 min 11 sec West, a distance of 6.67 feet; thence North 82 deg 04 min 42 sec West, a distance of 28.97 feet; thence South 53 deg 32 min 58 sec East, a distance of 31.15 feet; thence South 36 deg 02 min 45 sec West, a distance of 4.94 feet; thence North 83 deg 03 min 06 sec West, a distance of 30.00 feet; thence South 01 deg 32 min 57 sec West, a distance of 13.43 feet; thence South 20 deg 09 min 21 sec West, a distance of 35.91 feet; thence South 01 deg 10 min 34 sec West, a distance of 44.48 feet; thence South 03 deg 40 min 25 sec West, a distance of 14.03 feet; thence South 11 deg 34 min 04 sec East, a distance of 40.97 feet; thence South 18 deg 28 min 19 sec East, a distance of 31.41 feet; thence South 35 deg 53 min 30 sec East, a distance of 49.99 feet; thence South 65 deg 17 min 15 sec East, a distance of 19.15 feet; thence South 81 deg 28 min 30 sec East, a distance of 23.15 feet; thence North 60 deg 14 min 04 sec East, a distance of 76.86 feet; thence North 72 deg 41 min 47 sec East, a distance of 89.33 feet; thence South 57 deg 26 min 38 sec East, a distance of 9.78 feet; thence South 85 deg 55 min 02 sec East, a distance of 9.64 feet; thence North 43 deg 22 min 59 sec East, a distance of 17.00 feet; thence North 78 deg 42 min 34 sec East, a distance of 49.34 feet; thence North 51 deg 27 min 03 sec East, a distance of 44.79 feet; thence North 79 deg 32 min 27 sec East, a distance of 48.09 feet; thence South 81 deg 58 min 42 sec East, a distance of 36.07 feet; thence North 54 deg 03 min 29 sec East, a distance of 14.42 feet; thence South 75 deg 17 min 41 sec East, a distance of 23.43 feet; thence South 32 deg 49 min 45 sec West, a distance of 20.69 feet; thence South 15 deg 52 min 34 sec West, a distance of 22.60 feet; thence South 12 deg 01 min 22 sec East, a distance of 44.27 feet; thence South 12 deg 45 min 58 sec West, a distance of 19.98 feet; thence South 42 deg 19 min 47 sec West, a distance of 38.78 feet; thence South 43 deg 45 min 38 sec East, a distance of 47.33 feet; thence South 28 deg 29 min 18 sec East, a distance of 35.72 feet; thence South 39 deg 53 min 17 sec East, a distance of 80.12 feet; thence South 27 deg 11 min 31 sec East, a distance of 24.82 feet; thence South 08 deg 19 min 53 sec East, a distance of 45.91 feet; thence South 12 deg 39 min 04 sec East, a distance of 50.86 feet; thence South 47 deg 01 min 45 sec East, a distance of 59.60 feet; thence South 69 deg 30 min 41 sec East, a distance of 45.37 feet; thence South 48 deg 04 min 56 sec East, a distance of 27.27 feet; thence South 55 deg 07 min 47 sec East, a distance of 17.05 feet; thence South 67 deg 15 min 47 sec East, a distance of 19.50 feet; thence South 88 deg 30 min 42 sec East, a distance of 9.41 feet; thence South 01 deg 09 min 50 sec West, a distance of 189.83 feet to the POINT OF BEGINNING; said described tract containing 17.388 Acres, more or less.

LEGAL DESCRIPTION – PARCEL 4-600 (RMF1 ZONING)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lot 263, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Beginning at an iron pin found at the Southeast Corner of Land Lot 263, 19th Land District, thence North 01 deg 30 min 42 sec West, a distance of 189.83 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING North 88 deg 30 min 42 sec West, a distance of 9.41 feet; thence North 67 deg 15 min 47 sec West, a distance of 19.50 feet; thence North 55 deg 07 min 47 sec West, a distance of 17.05 feet; thence North 48 deg 04 min 56 sec West, a distance of 27.27 feet; thence North 69 deg 30 min 41 sec West, a distance of 45.37 feet; thence North 47 deg 01 min 45 sec West, a distance of 59.60 feet; thence North 12 deg 39 min 04 sec West, a distance of 50.86 feet; thence North 08 deg 19 min 53 sec West, a distance of 45.91 feet; thence North 27 deg 11 min 31 sec West, a distance of 24.82 feet; thence North 39 deg 53 min 17 sec West, a distance of 80.12 feet; thence North 28 deg 29 min 18 sec West, a distance of 35.72 feet; thence North 43 deg 45 min 38 sec West, a distance of 47.33 feet; thence North 42 deg 19 min 47 sec East, a distance of 38.78 feet; thence North 12 deg 45 min 58 sec East, a distance of 19.98 feet; thence North 12 deg 01 min 22 sec West, a distance of 44.27 feet; thence North 15 deg 52 min 34 sec East, a distance of 22.60 feet; thence North 32 deg 49 min 45 sec East, a distance of 20.69 feet; thence North 75 deg 17 min 41 sec West, a distance of 23.43 feet; thence South 54 deg 03 min 29 sec West, a distance of 14.42 feet; thence North 81 deg 58 min 42 sec West, a distance of 36.07 feet; thence South 79 deg 32 min 27 sec West, a distance of 48.09 feet; thence South 51 deg 27 min 03 sec West, a distance of 44.79 feet; thence South 78 deg 42 min 34 sec West, a distance of 49.34 feet; thence South 43 deg 22 min 59 sec West, a distance of 17.00 feet; thence North 85 deg 55 min 02 sec West, a distance of 9.64 feet; thence North 57 deg 26 min 38 sec West, a distance of 9.78 feet; thence South 72 deg 41 min 47 sec West, a distance of 89.33 feet; thence South 60 deg 14 min 04 sec West, a distance of 76.86 feet; thence North 81 deg 28 min 30 sec West, a distance of 23.15 feet; thence North 65 deg 17 min 15 sec West, a distance of 19.15 feet; thence North 35 deg 53 min 30 sec West, a distance of 49.99 feet; thence North 18 deg 28 min 19 sec West, a distance of 31.41 feet; thence North 11 deg 34 min 04 sec West, a distance of 40.97 feet; thence North 03 deg 40 min 25 sec East, a distance of 14.03 feet; thence North 01 deg 10 min 34 sec East, a distance of 44.48 feet; thence North 20 deg 09 min 21 sec East, a distance of 35.91 feet; thence North 01 deg 32 min 57 sec East, a distance of 13.43 feet; thence South 83 deg 03 min 06 sec East, a distance of 30.00 feet; thence North 36 deg 02 min 45 sec East, a distance of 4.94 feet; thence North 53 deg 32 min 58 sec West, a distance of 31.15 feet; thence South 82 deg 04 min 42 sec East, a distance of 28.97 feet; thence North 45 deg 01 min 11 sec East, a distance of 6.67 feet; thence North 78 deg 01 min 55 sec West, a distance of 36.75 feet; thence North 39 deg 18 min 32 sec West, a distance of 5.16 feet; thence North 02 deg 07 min 21 sec East, a distance of 49.03 feet; thence North 04 deg 36 min 11 sec West, a distance of 31.68 feet; thence North 22 deg 59 min 11 sec East, a distance of 10.71 feet; thence North 34 deg 26 min 12 sec West, a distance of 23.65 feet; thence North 18 deg 42 min 39 sec West, a distance of 24.79 feet; thence North 18 deg 57 min 31 sec East, a distance of 25.59 feet; thence North 04 deg 34 min 38 sec West, a distance of 27.18 feet; thence North 30 deg 49 min 07 sec East, a distance of 21.87 feet; thence North 04 deg 05 min 18 sec East, a distance of 15.21 feet; thence North 30 deg 35 min 18 sec East, a distance of 17.08 feet; thence North 33 deg 54 min 52 sec East, a distance of 55.71 feet; thence North 08 deg 19 min 52 sec East, a distance of 14.97 feet; thence North 00 deg 28 min 55 sec East, a distance of 42.98 feet; thence North 16 deg 35 min 29 sec East, a distance of 46.94 feet; thence North 03 deg 43 min 04 sec East, a distance of 55.74 feet; thence North 18 deg 21 min 11 sec East, a distance of 38.84 feet; thence North 15 deg 18 min 11 sec West, a distance of 29.79 feet; thence North 41 deg 29 min 14 sec West, a distance of 12.88 feet; thence North 02 deg 13 min 32 sec West, a distance of 23.14 feet; thence North 79 deg 39 min 05 sec West, a distance of 37.56 feet; thence North 49 deg 50 min 24 sec West, a distance of 26.45 feet; thence South 38 deg 10 min 35 sec West, a distance of 47.97 feet; thence South 54 deg 10 min 52 sec West, a distance of 19.94 feet; thence South 36 deg 39 min 41 sec West, a distance of 38.47 feet; thence South 07 deg 49 min 14 sec West, a distance of 23.11 feet; thence South 14 deg 43 min 29 sec West, a distance of 22.97 feet; thence South 57 deg 44 min 02 sec West, a distance of 49.75 feet; thence South 40 deg 50 min 04 sec West, a distance of 6.53 feet; thence South 10

deg 38 min 44 sec East, a distance of 42.64 feet; thence South 15 deg 50 min 34 sec West, a distance of 31.26 feet; thence South 71 deg 34 min 36 sec West, a distance of 6.39 feet; thence South 24 deg 23 min 31 sec West, a distance of 33.85 feet; thence South 31 deg 10 min 36 sec West, a distance of 33.84 feet; thence South 11 deg 19 min 03 sec East, a distance of 13.73 feet; thence South 05 deg 37 min 38 sec West, a distance of 9.16 feet; thence South 47 deg 35 min 00 sec West, a distance of 21.30 feet; thence South 22 deg 28 min 37 sec West, a distance of 25.26 feet; thence South 36 deg 19 min 24 sec West, a distance of 13.65 feet; thence South 21 deg 22 min 06 sec West, a distance of 3.05 feet; thence South 01 deg 31 min 05 sec West, a distance of 943.54 feet; thence South 49 deg 03 min 38 sec West, a distance of 342.89 feet; thence South 16 deg 03 min 56 sec West, a distance of 483.88 feet; thence South 16 deg 03 min 56 sec West, a distance of 82.59 feet; thence South 77 deg 53 min 14 sec West, a distance of 68.07 feet; thence North 16 deg 03 min 56 sec East, a distance of 19.62 feet; thence North 16 deg 03 min 56 sec East, a distance of 596.76 feet; thence North 49 deg 03 min 38 sec East, a distance of 334.23 feet; thence North 01 deg 31 min 05 sec East, a distance of 2278.79 feet to an iron pin; thence North 72 deg 05 min 28 sec East, a distance of 1013.95 feet to an iron pin; thence South 01 deg 09 min 50 sec West, a distance of 2481.27 feet to the POINT OF BEGINNING; said described tract containing 42.974 Acres, more or less.

LEGAL DESCRIPTION – PARCEL 4-700 (ZONED RMF1)

ALL THAT TRACT OR PARCEL OF LAND being in Land Lot 270, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Commencing at the intersection of the North right of way of Spring Daze Drive and the East right of way of Queen Bee Drive, said point being the POINT OF BEGINNING

From said POINT OF BEGINNING along the easterly right of way of Spring Daze Drive North 28 deg 19 min 38 sec West, a distance of 44.83 feet to a point thence a curve to the right having a radius of 72.50 feet, an arc length of 2.82 feet, a chord bearing North 27 deg 12 min 43 sec West and distance of 2.82 feet; thence leaving said easterly right of way North 62 deg 46 min 16 sec East, a distance of 10.54 feet; thence North 08 deg 53 min 57 sec East, a distance of 11.20 feet; thence North 70 deg 10 min 10 sec East, a distance of 31.31 feet; thence North 72 deg 06 min 45 sec East, a distance of 32.68 feet; thence South 33 deg 17 min 14 sec East, a distance of 19.71 feet; thence South 71 deg 46 min 45 sec East, a distance of 8.92 feet; thence North 58 deg 14 min 41 sec East, a distance of 83.41 feet; thence North 50 deg 31 min 33 sec East, a distance of 14.85 feet; thence North 39 deg 48 min 48 sec East, a distance of 48.13 feet; thence North 33 deg 41 min 03 sec East, a distance of 43.43 feet; thence North 24 deg 05 min 25 sec East, a distance of 60.14 feet; thence North 29 deg 36 min 17 sec East, a distance of 47.43 feet; thence North 48 deg 21 min 56 sec East, a distance of 53.28 feet; thence South 77 deg 29 min 30 sec East, a distance of 19.83 feet; thence South 45 deg 38 min 22 sec East, a distance of 28.85 feet; thence South 42 deg 39 min 36 sec East, a distance of 98.18 feet; thence North 78 deg 44 min 55 sec East, a distance of 82.33 feet; thence South 16 deg 03 min 56 sec West, a distance of 19.62 feet to a point on the northerly right of way of Spring Daze Drive ; thence along said northerly right of way South 77 deg 53 min 14 sec West, a distance of 31.78 feet to a point; thence a curve to the left having a radius 627.50 feet, an arc length of 177.58 feet, a chord distance of 176.99 feet and bearing South 69 deg 46 min 48 sec West; thence South 61 deg 40 min 22 sec West, a distance of 315.98 feet to the POINT OF BEGINNING; said described tract containing 0.740 Acres, more or less.

Section 2.

All of the properties described above, consisting of Parcel Numbers 4-100, 4-200, 4-300, 4-400, 4-500, 4-501, 4-600, and 4-700, shall be subject to the conditions established in Ordinance No. 11-62 which is attached hereto as “Exhibit A” .

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

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

Sandra T Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor

11-62

AN ORDINANCE
NO. 11-62

C.A. 11-0841(9)
C.A. 11-22-11(1)

Item #2.

22CH-11-Woodruff
Co

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located **northwest of the Veterans Parkway-Williams Road intersection** from PMUD (Planned Mixed Unit Development) District with conditions to PMUD (Planned Mixed Unit Development) District with additional conditions.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department be, and the same is hereby amended by changing the following described property from PMUD (Planned Mixed Unit Development) District with conditions to PMUD (Planned Mixed Unit Development) District with additional conditions.

A parcel of land lying in a portion of Land Lot 40 of the 8th Land District and a portion of Land Lots 263, 269, 270, and 294 of the 19th Land District, City of Columbus, Muscogee County, Georgia. Being more particularly described as:

Commencing at the Northeast corner of Land Lot 270 of the 19th Land District, City of Columbus, Muscogee County, Georgia, said point being the POINT OF BEGINNING; from said POINT OF BEGINNING South 01 Degrees 57 Minutes 25 Seconds East, a distance of 2064.64 feet; thence North 87 Degrees 23 Minutes 45 Seconds East, a distance of 1030.26 feet to the Westerly margin of American Way; thence along said Westerly margin a curve to the left having a radius of 619.71 feet, an arc length of 156.39 feet, a chord distance of 155.98 feet and bearing South 30 Degrees 10 Minutes 10 Seconds East; continue along said Westerly margin South 37 Degrees 13 Minutes 52 Seconds East, a distance of 54.97 feet; thence South 05 Degrees 22 Minutes 20 Seconds West, a distance of 60.78 feet to the Northerly margin of Veterans Parkway; thence along said Northerly margin a curve to the left having a radius of 2889.93 feet, an arc length of 992.77 feet, a chord distance of 987.89 feet and bearing South 40 Degrees 55 Minutes 17 Seconds West; continue along said Northerly margin a curve to the left having a radius of 2889.93 feet, an arc length of 253.53 feet, a chord distance of 253.45 feet and bearing South 28 Degrees 29 Minutes 18 Seconds West; continue North 88 Degrees 52 Minutes 07 Seconds West, a distance of 16.64 feet; thence South 24 Degrees 55 Minutes 51 Seconds West, a distance of 74.64 feet; thence South 24 Degrees 11 Minutes 33 Seconds West, a distance of 409.71 feet; thence leaving the Northerly margin of Veterans Parkway North 18 Degrees 15 Minutes 27 Seconds West, a distance of 472.03 feet; thence South 88 Degrees 52 Minutes 07 Seconds East, a distance of 36.04 feet; thence North 11 Degrees 29 Minutes 01 Seconds West, a distance of 197.40 feet; thence South 87 Degrees 10 Minutes 30 Seconds West, a distance of 59.38 feet; thence South 87 Degrees 27 Minutes 54 Seconds West, a distance of 91.06 feet; thence South 87 Degrees 20 Minutes 33 Seconds West, a distance of 621.51 feet; thence South 03 Degrees 03 Minutes 51 Seconds West, a distance of 637.26 feet to the Northerly margin of Williams Road; thence along the Northerly margin of Williams Road North 71 Degrees 20 Minutes 55 Seconds West, a distance of 240.71 feet; thence a curve to the left having a radius of 2939.79 feet, an arc length of 480.97 feet, a chord distance of 480.43 feet and bearing North 71 Degrees 56 Minutes 50 Seconds West; thence leaving said Northerly margin North 19 Degrees 57 Minutes 42 Seconds East, a distance of 67.11 feet; thence North 79 Degrees 50 Minutes 19 Seconds West, a distance of 41.62 feet; thence South 19 Degrees 19 Minutes 30 Seconds West, a distance of 65.63 feet to the Northerly margin of Williams Road; thence along said Northerly margin a curve to the left having a radius of 2939.79 feet, an arc length of 261.67 feet, a chord distance of 261.58 feet and bearing North 82 Degrees 17 Minutes 43 Seconds West; thence leaving said Northerly margin of Williams Road North 13 Minutes 04 Seconds East, a distance of 332.39 feet; thence South 88 Degrees 19 Minutes 57 Seconds West, a distance of 374.08 feet; thence North 01 Degrees

40 Minutes 03 Seconds West, a distance of 1640.00 feet; the South 88 Degrees 01 Minutes 58 Seconds West, a distance of 648.09 feet to the Easterly margin of the Norfolk-Southern Railroad; thence along said Easterly margin North 13 Degrees 37 Minutes 52 Seconds East, a distance of 20.00 feet; continue along said Easterly margin a curve to the left having a radius of 1457.68 feet, an arc length of 612.73 feet, a chord distance of 608.23 feet and bearing North 1 Degrees 35 Minutes 21 Seconds East; continue North 10 Degrees 27 Minutes 11 Seconds West, a distance of 866.15 feet; thence leaving the Easterly margin of the Norfolk-Southern Railroad North 88 Degrees 45 Minutes 49 Seconds East, a distance of 1432.37 feet; thence North 88 Degrees 47 Minutes 17 Seconds East, a distance of 500.15 feet; thence North 01 Degrees 24 Minutes 17 Seconds West, a distance of 2279.36 feet to the centerline of a gas line easement; thence along said centerline North 69 Degrees 10 Minutes 38 Seconds East, a distance of 1014.17 feet; thence leaving said centerline South 01 Degrees 44 Minutes 33 Seconds East, a distance of 2671.38 feet to the POINT OF BEGINNING; said described tract containing 263.3 Acres, more or less.

Item #2.

And

A parcel of land lying in a portion of Land Lot 269 and 295 of the 19th Land District, City of Columbus, Muscogee County, Georgia. Being more particularly described as:

Commencing at the northwest corner of Land Lot 295 of the 19th Land District, City of Columbus, Muscogee County, Georgia; thence North 87 degrees 15 minutes 21 seconds East, a distance of 548.55 feet to the southerly margin of Veterans Parkway and the Point of Beginning; from said Point of Beginning along Veterans Parkway a curve to the right having a radius of 2839.93 feet, an arc length of 1048.20 feet a chord distance of 1042.26 feet and bearing North 42 degrees 20 minutes 44 seconds East; continue North 52 degrees 55 minutes 10 seconds East, a distance of 292.63 feet; thence leaving the southerly margin of Veterans Parkway South 03 degrees 07 minutes 49 seconds East, a distance of 940.37 feet; thence North 87 degrees 20 minutes 23 seconds West, a distance of 256.68 feet; thence South 17 degrees 11 minutes 13 seconds West, a distance of 327.34 feet; thence North 89 degrees 56 minutes 28 seconds West, a distance of 791.86 feet to the southerly margin of Veterans Parkway; thence along said southerly margin a curve to the right having a radius of 2839.93 feet, an arc length of 332.42 feet, a chord distance of 332.23 feet and bearing North 28 degrees 25 minutes 07 seconds East to the Point of Beginning. Said described tract containing 17.2 acres more or less.

The above-described property is being rezoned with the following conditions and accompanying exhibits (see attached):

The following conditions shall apply:

1. In Commercial areas/Town center (Phase 1 only), the street shall be one way with 13-foot lane and 7-foot parallel parking bay on the outside. Total paved section shall be 21 feet back to back.
2. Intersection separation standards shall be reduced from 125 feet to 57 feet at the town center entrance on the south side. Also a dimension reduction shall be implemented at the town center 114 feet between the one-way lanes on the north and south sides of the town square.
3. The overall bay depth shall be reduced for 90 degree parking to 62' BC-BC from 64'.
4. Residential and commercial minimum building setbacks shall be as follows: (apply to any part of building such as overhangs, etc.): Note: All setback dimensions shall be measured from property line unless noted otherwise.

- a. Residential - front setback minimum is 10 feet from property line
 - b. Residential -internal lot side yard and side yard on primary streets setbacks are 5 feet from the property line.
 - c. End/Corner condition Setbacks - For single-family detached residential - Zero foot from property line setback is allowed on end/side conditions adjacent to a secondary street (see attached sketch). No building can be closer than 14' to a street curb line.
 - d. Commercial - front setback minimum is 0 feet and side setback minimum is 0 feet. The building wall will be a minimum of 10' from the curb line. A 12-foot encroachment for porches and a 6-foot encroachment for balconies and awnings is allowed into the ROW (over the sidewalk). No part of any structure/ porch can be closer than 4' to back of curb.
 - e. Town home setbacks (attached units) - 0-foot front and side setback with a minimum lot width of 16 feet and a depth of 60 feet. The allowable coverage is 100% (defined as building footprint only). 4-foot encroachment for balconies / overhangs into the ROW may be permitted provided that a minimum clear distance of 12' minimum to back of curb is maintained.
 - f. Allowable coverage for single family detached lots shall be 60%. Coverage is defined by building footprint only.
 - g. Detached garages shall be permitted in front yard.
5. Allow 20 % shared parking variance in commercial parking areas shall be permitted.
6. Residential Alley -
- a. The alleys shall be private roads and the minimum width of the alley will be 14 feet with an inverted drainage section. (No curb or gutter required).
 - b. A 24' utility easement shall be permitted in the private alley areas.
 - c. The minimum distance to a garage or out building structure from the centerline of the alley shall be 15 feet. Note: This may change based on the property line information provided by developer or developers agent with final approval by the City Engineer.
7. Unit paver, brick, stamped asphalt and stamped concrete shall be permitted in pedestrian crosswalks with a minimum width of eight feet.
8. Single Family Residence Lot Size:
- a. Minimum lot width shall be 40 feet. In addition, up to 30 lots of the total 617 entitled single-family detached lots may have a reduced lot width of 30-feet minimum. Townhomes and Livework units or any attached single-family buildings are excluded from this condition.
 - b. Minimum lot area shall be 5000 square feet for detached single-family lots. 30' lots shall have a minimum lot area of 3500 square feet.
9. Multifamily/ Apartment parking requirements shall be 1.75 parking spaces per residential unit.
10. All drawings and graphic material provided may be part of and included in the variance condition with final approval by the City Engineer.
11. Street design shall allow for a minimum 4" straight back curb with no gutter section with in line drainage structures. If curb & gutter is required for engineering purposes, a 24' section may be permitted with final approval by the City Engineer.
12. Underground utilities and Page 66 - easements shall be permitted in residential alleys and behind commercial areas with final approval

13. Retention basins shall be allowed in buffer areas with final approval by the City Engineer. Landscape plans for city approval will be provided.
14. UDO Section 7.12.6.6 - Reduce minimum dimension for the top of retention pond berm from 20 feet to 10 feet. This will only be allowed if there is a maintenance agreement with the property association to maintain the retention pond. If there is no agreement, the city standard will apply. Final approval shall be made by the City Engineer.
15. UDO Section 7.12.6.10 - Reduce the minimum easement dimension for retention pond access from 20 feet to 10 feet. This will only be allowed if there is a maintenance agreement with the property association to maintain the retention pond. If there is no agreement, the city standard will apply. Final approval shall be made by the City Engineer.
16. All previous conditions or major amendments from 2006, 2007, and 2010 not listed remain in force. If there is any conflict in conditions, the lesser or minimum of any condition will apply.
17. Storm/Sanitary Utilities shall be allowed in the public roadway provided the following requirements are met:

- a. Sewer shall be designed to be in the center of drive lanes.
- b. All soil backfill of utility lines, located in public streets, shall be placed in 6" lifts and the upper 12" of subgrade beneath pavements shall be compacted to 98% Standard Proctor. All remaining backfill below the upper 12" shall be placed in 8" lifts and shall meet 95% Standard Proctor.
- c. One field density test per 150 linear feet of utility trench fill when utilities run underneath the pavement.
- d. Suitable fill materials shall be free of organics, stones greater than 1" in diameter, or other deleterious material and should be placed in lifts not to exceed 8" in loose thickness.
- e. Compaction should be accomplished by appropriate mechanical means such as sheepsfoot rollers for cohesive soils and vibratory or rubber tired rollers for cohesionless soils.
- f. All determinations under this condition shall be made with final approval by the City Engineer.

This ordinance received, signed by the Mayor at 3:17 P.M. on the 6th day of Dec. 2011, and became law at said time received and became effective at 12:00 noon the following day.

Sec: 3-202 (2)

Clerk of Council

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th day of November, 2011; introduced a second time at a regular meeting of said Council held on the 22nd day of November, 2011 and adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting
Councilor Baker voting
Councilor Barnes voting
Councilor Davis voting
Councilor Henderson voting
Councilor Huff voting
Councilor McDaniel voting
Councilor Pugh voting
Councilor Thomas voting
Councilor Woodson voting

YES
YES
YES
YES
YES
YES
YES
YES
YES
YES

This ordinance submitted to the Mayor for his signature, this the 6th day of December 2011.

Sec: 3-202

Clerk of Council

TINY B. WASHINGTON, CLERK

TERESA PIKE TOMLINSON, MAYOR

OLD TOWN

"A LIFE WELL-CRAFTED"



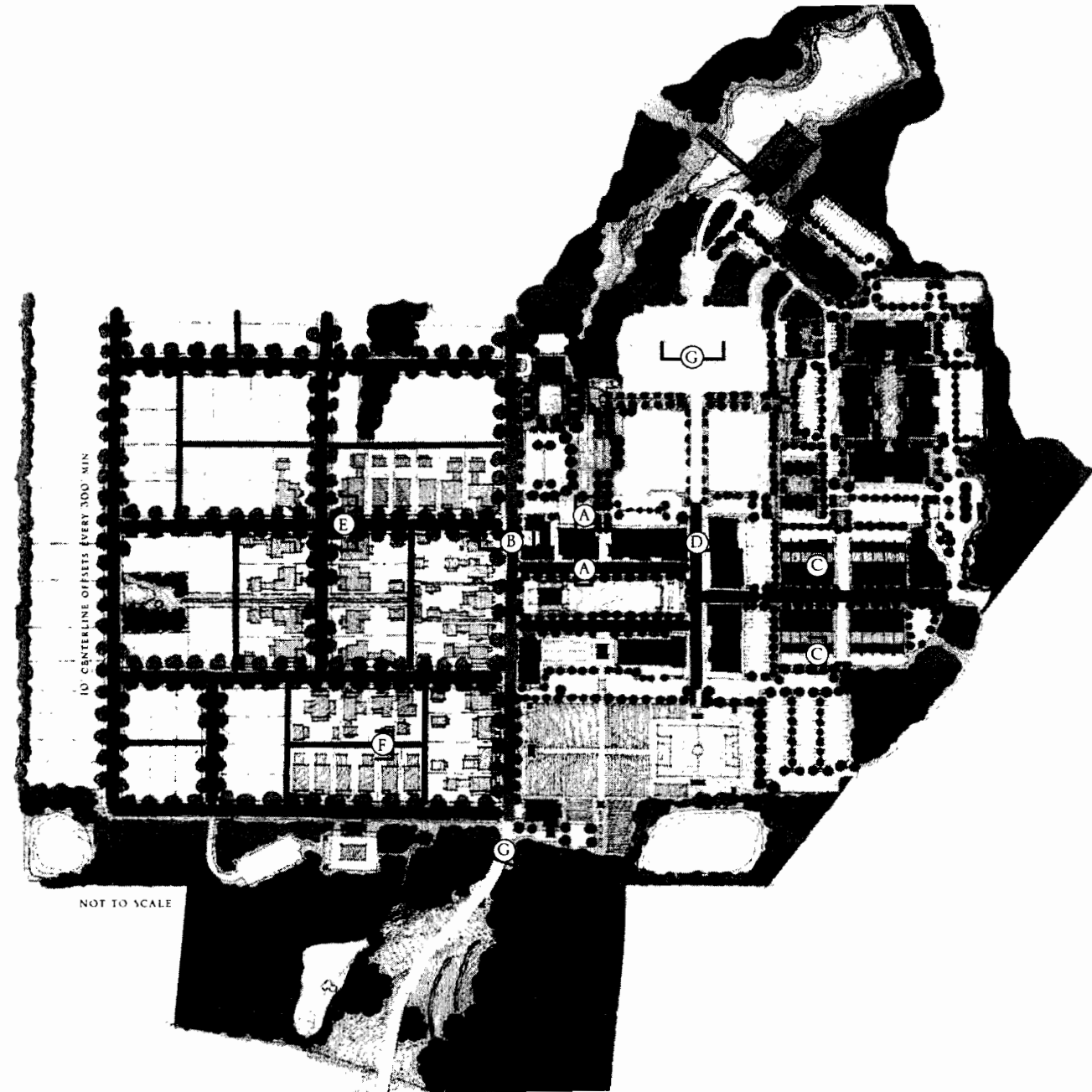
VARIANCE REQUEST EXHIBITS

SEPTEMBER 12, 2011

PROPERTY OWNER: THE KOONCE FAMILY
DEVELOPER: THE WOODRUFF COMPANY

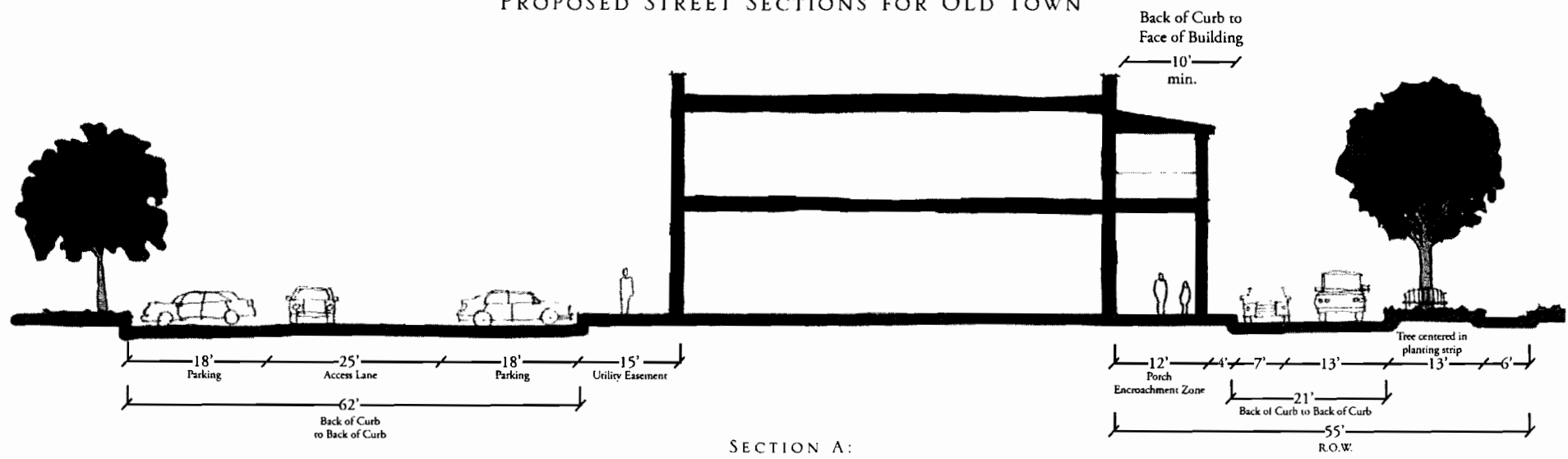
PROJECT TEAM:
HIGH GROVE PARTNERS
HISTORICAL CONCEPTS
PUCCIANO & ENGLISH, INC. ARCHITECTS
JENKINS ARCHITECTURE
BARNES & COMPANY ARCHITECTS
L. MITCHELL GINN & ASSOCIATES
MELANIE DAVIS DESIGN
FARNER BARLEY & ASSOCIATES

STREET REGULATING PLAN

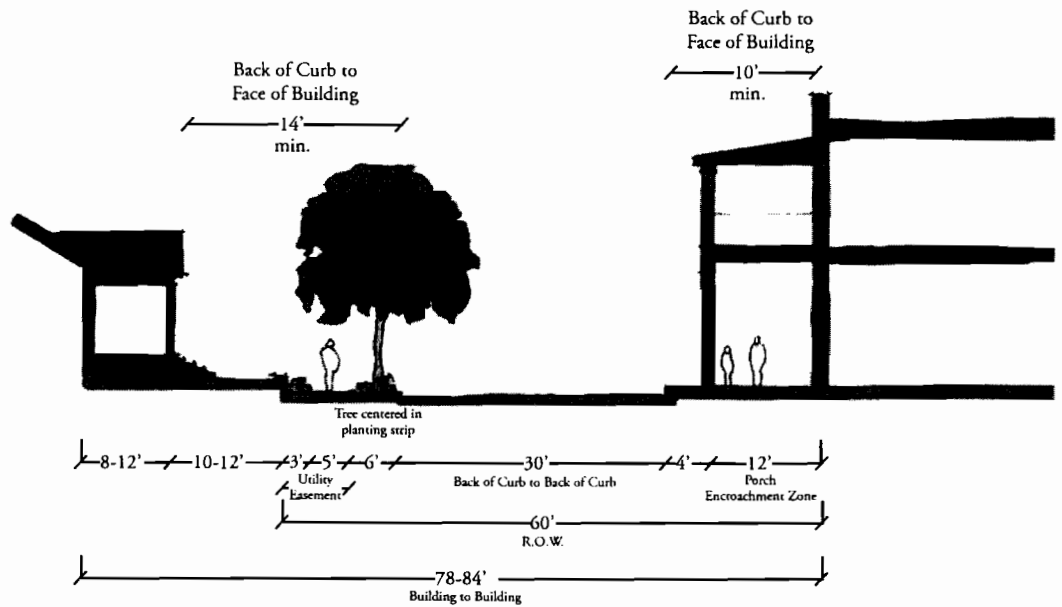


- COMMERCIAL AVENUE
- APARTMENT STREET
- COMMERCIAL 1-WAY STREET
- TOWNHOUSE STREET
- COMMERCIAL 2-WAY STREET
- RESIDENTIAL STREETS
- RESIDENTIAL ALLEY
- RURAL ENTRY DRIVE

PROPOSED STREET SECTIONS FOR OLD TOWN

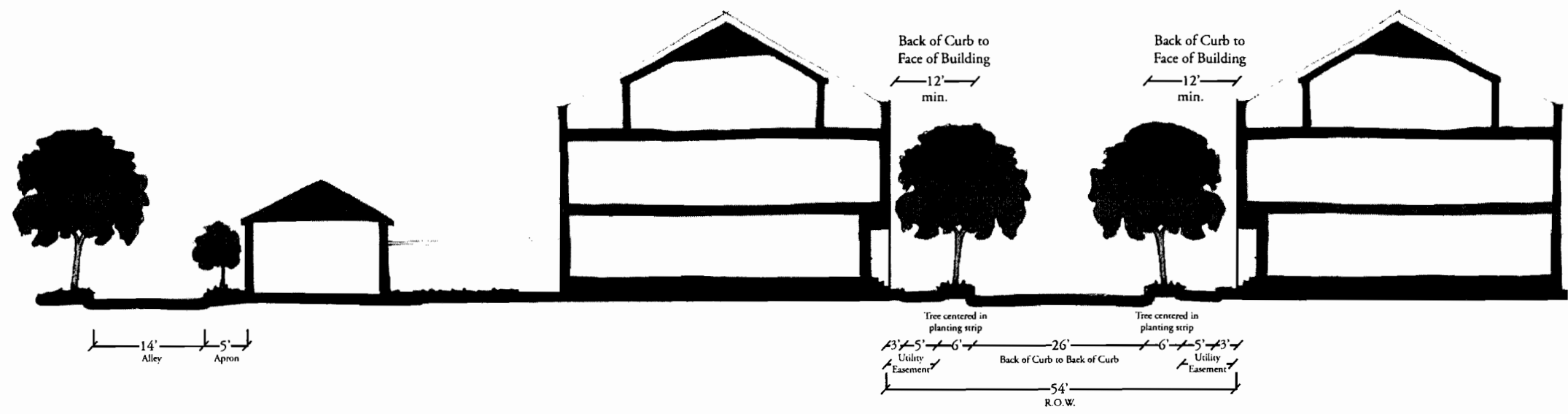


SECTION A:
COMMERCIAL STREET AT TOWN SQUARE



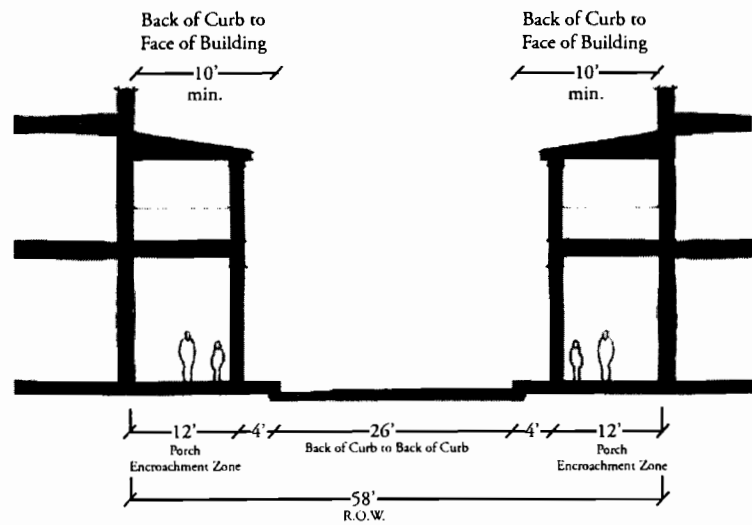
SECTION B:
RESIDENTIAL/COMMERCIAL AVENUE

PROPOSED STREET SECTIONS FOR OLD TOWN

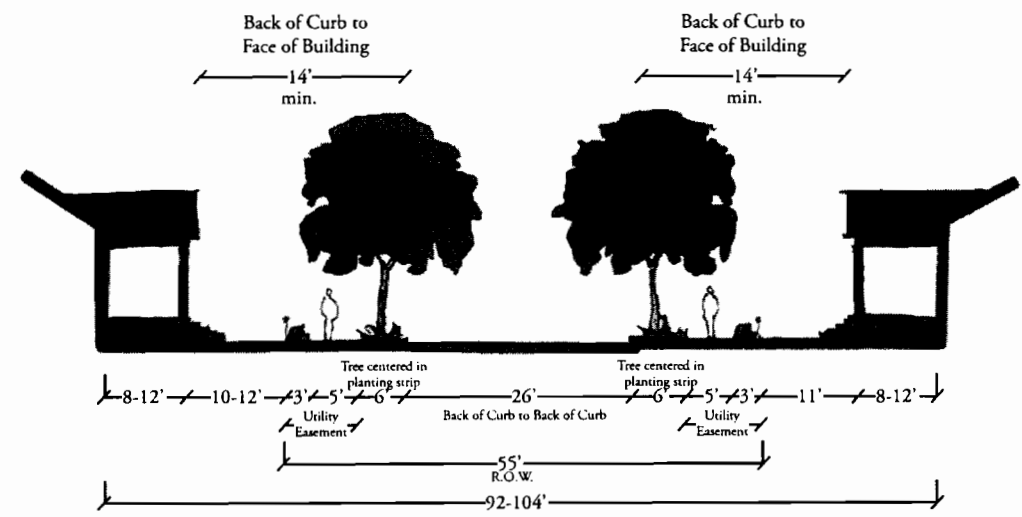


SECTION C:
TOWNHOUSE STREET

PROPOSED STREET SECTIONS FOR OLD TOWN

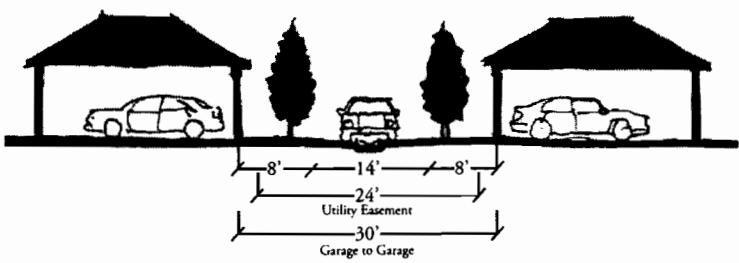


SECTION D:
COMMERCIAL TWO-WAY STREET SECTION

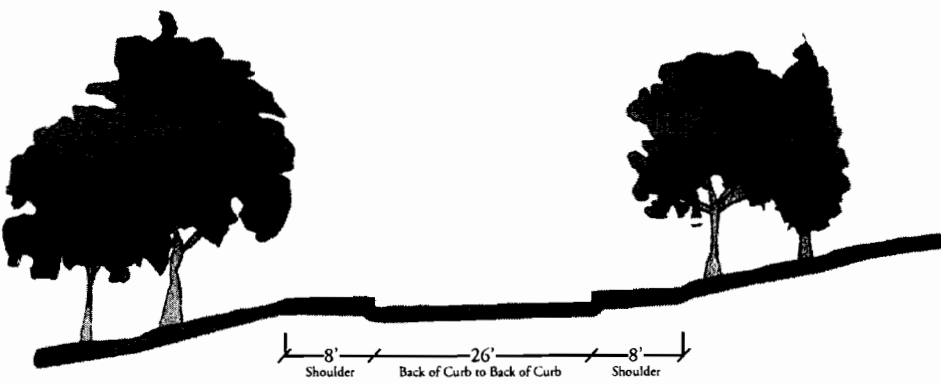


SECTION E:
RESIDENTIAL STREET SECTION

PROPOSED STREET SECTIONS FOR OLD TOWN



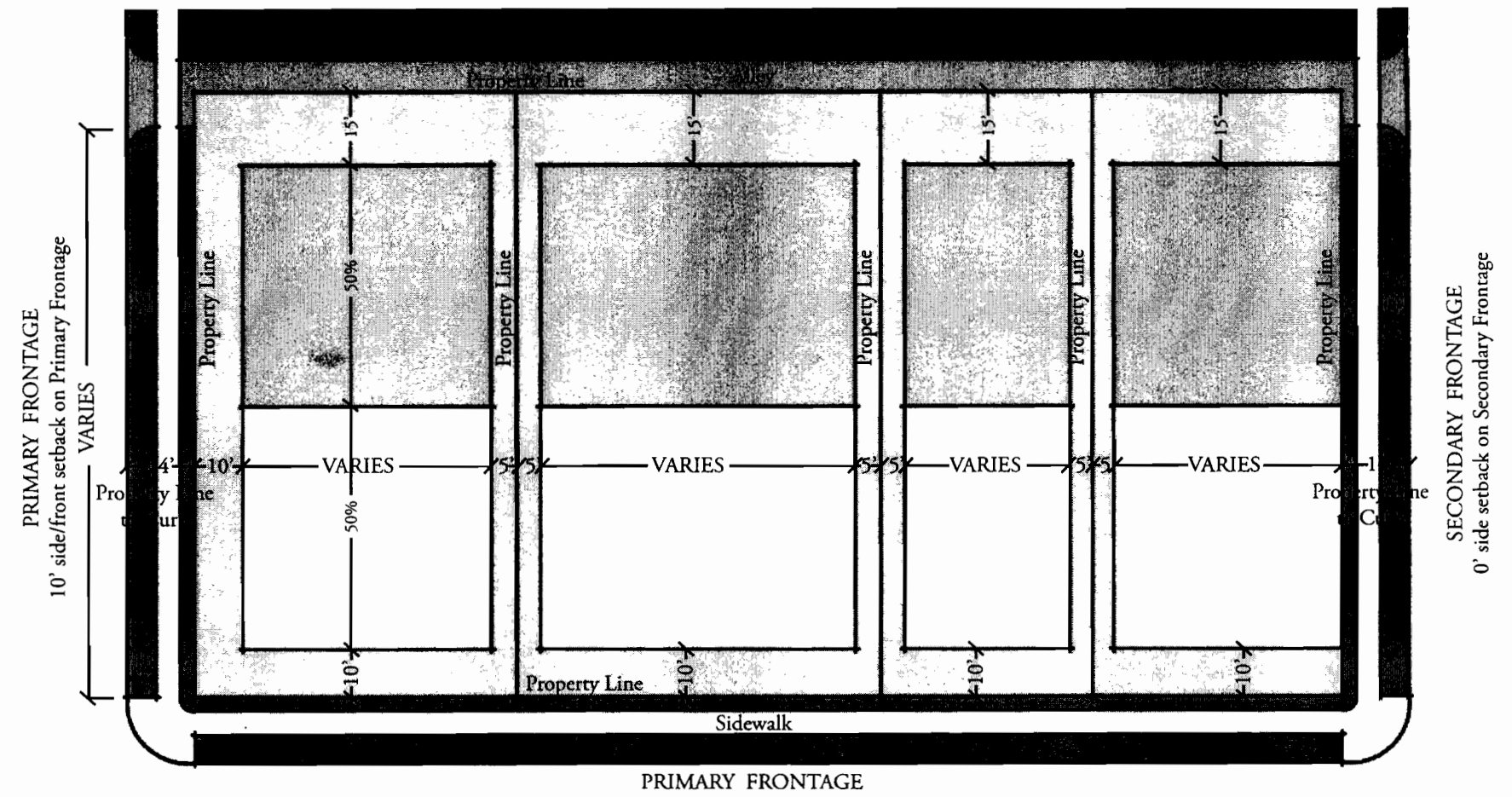
SECTION F:
RESIDENTIAL ALLEY SECTION



SECTION G:
RURAL ENTRY DRIVE

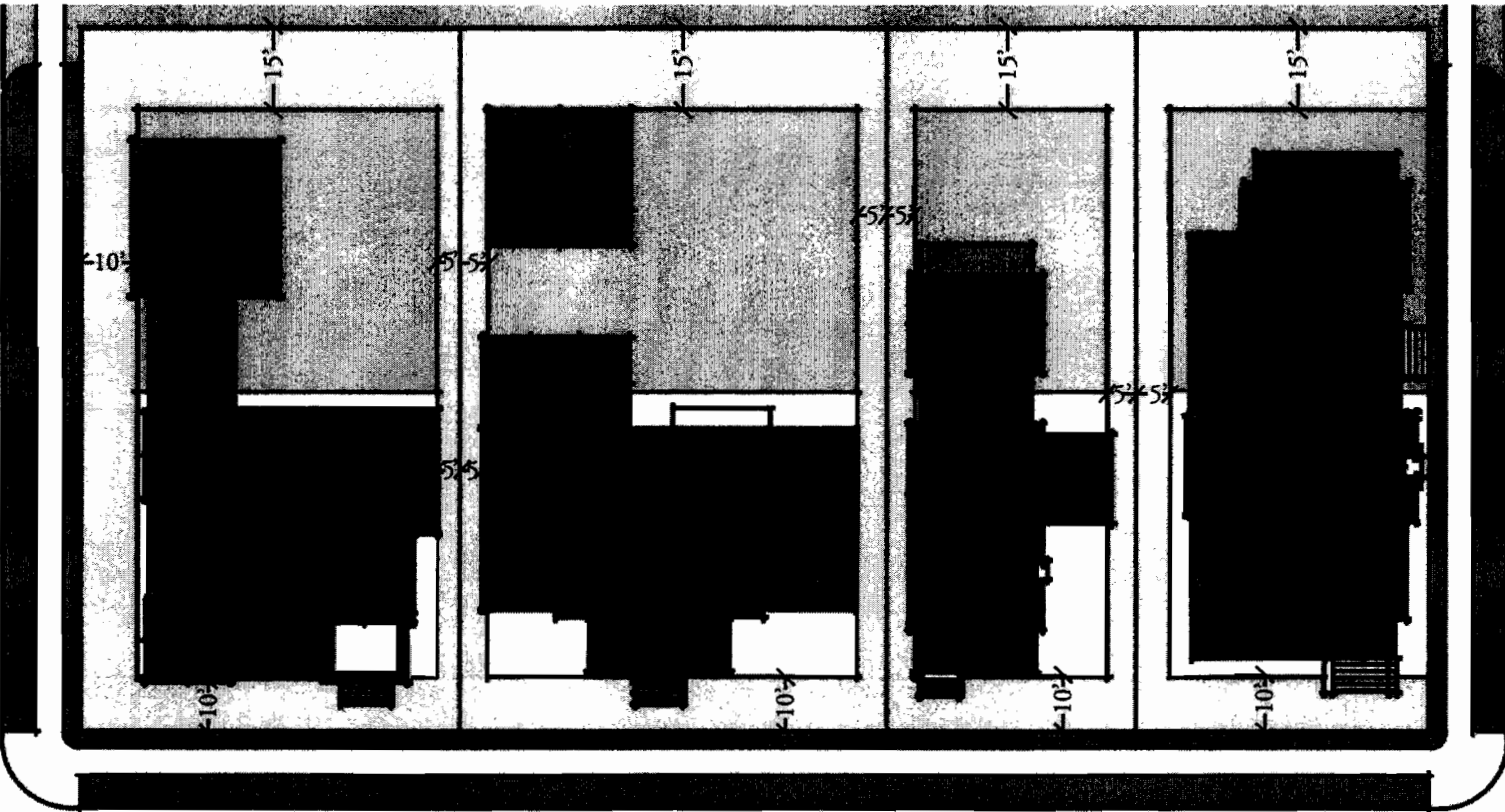
OLD TOWN PHASE I RESIDENTIAL LOTS - REAR LOADED LOT DIAGRAMS

- Setback
- Buildable Area
- Garage Zone (Buildable Area)
- Adjacent Lots
- Building Footprint Example (See next page)



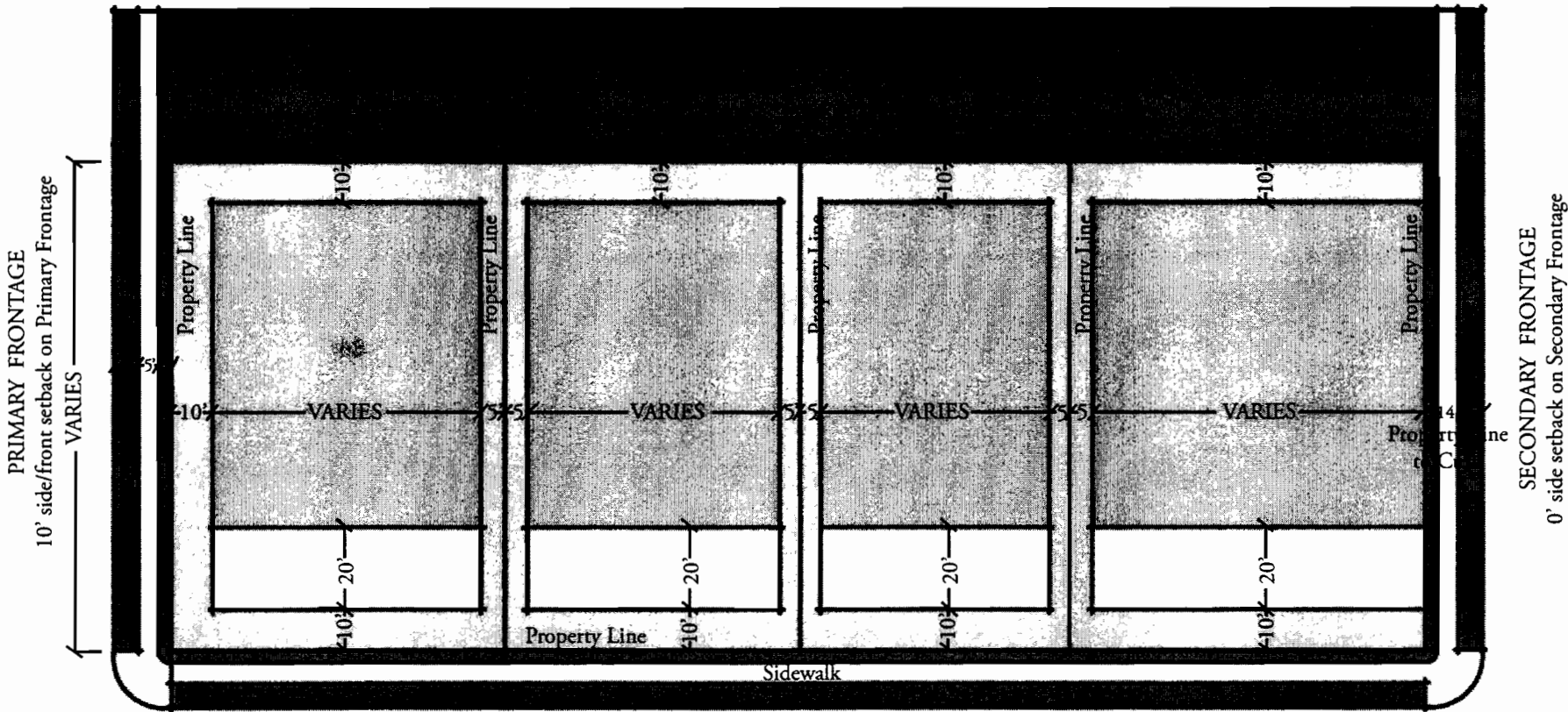
- Lot Layout Notes:**
- Stairs may encroach into the front setback zone, provided that there is a minimum of a 5' setback from the property line.
 - No structure may be less than 14' from the back of the curb at any street.
 - Garages may encroach into side or rear setback provided that there is a minimum 5' setback and a minimum separation of 10' between all structures.

OLD TOWN PHASE I RESIDENTIAL LOTS - EXAMPLE BUILDING FOOTPRINTS - REAR LOADED



OLD TOWN PHASE I RESIDENTIAL LOTS - FRONT LOADED LOT DIAGRAMS

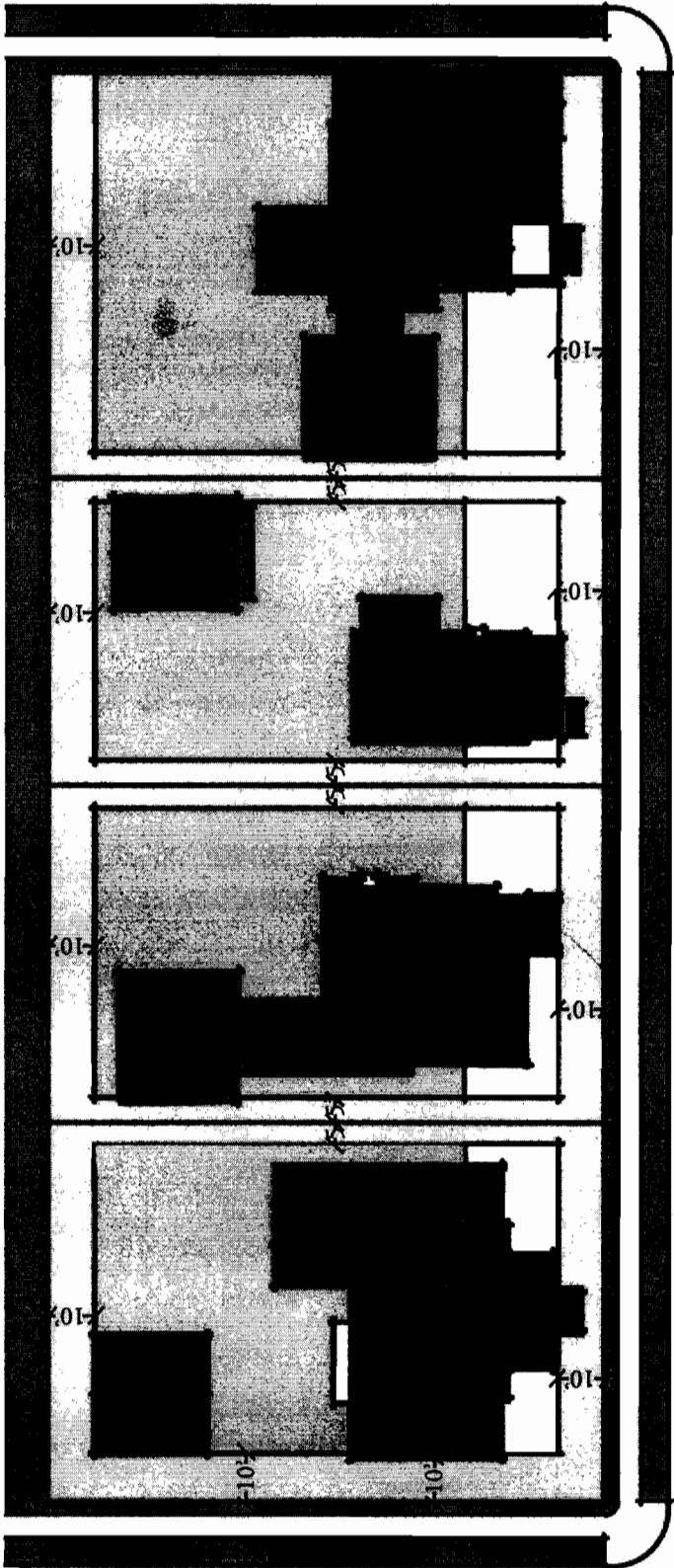
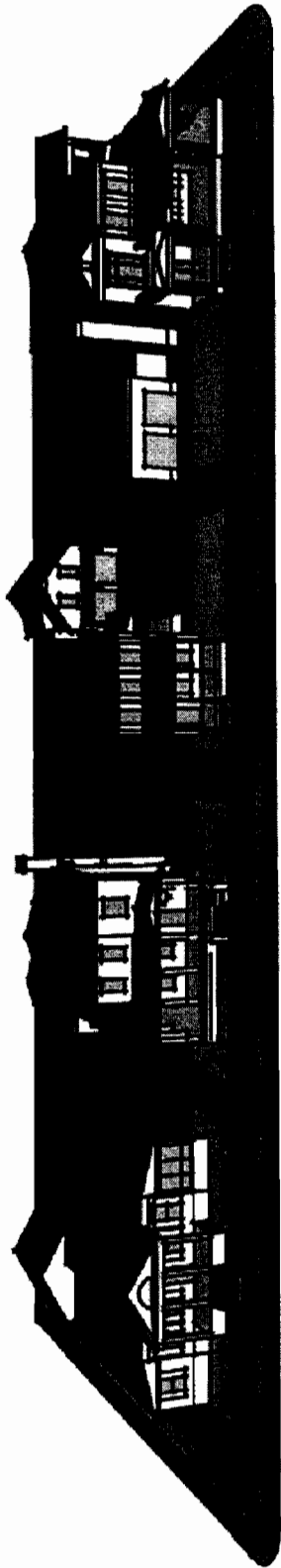
- Setback
- Buildable Area
- Garage Zone (Buildable Area)
- Adjacent Lots
- Building Footprint Example (See next page)







PRIMARY FRONTAGE

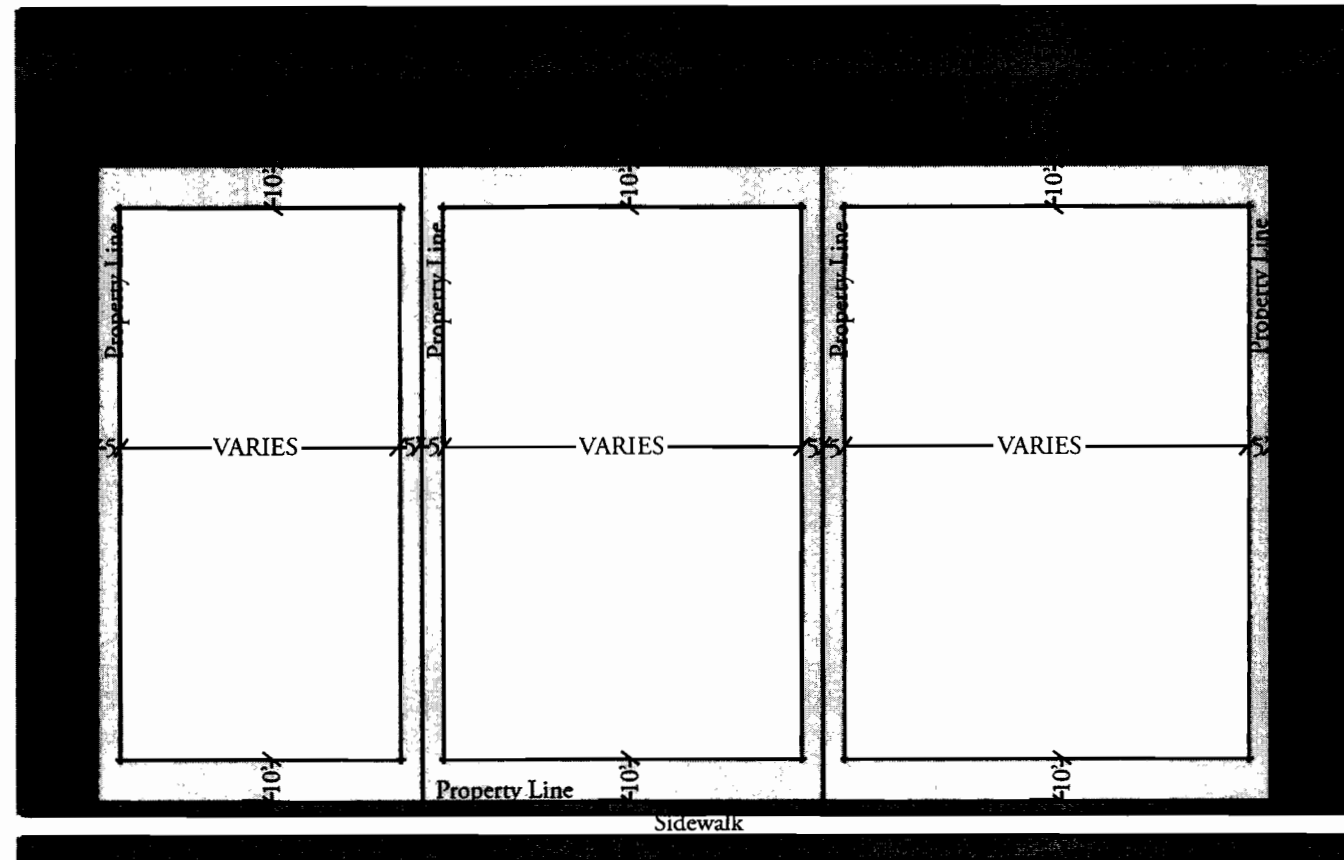
- Lot Layout Notes:**
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 - No structure may be less than 14' from the back of the curb at any street.
 - Garages may encroach into side or rear setback provided that there is a minimum 5' setback and a minimum separation of 10' between all structures.

OLD TOWN PHASE I RESIDENTIAL LOTS - EXAMPLE BUILDING FOOTPRINTS - FRONT LOADED



OLD TOWN RESIDENTIAL LOTS - ESTATE LOT DIAGRAMS

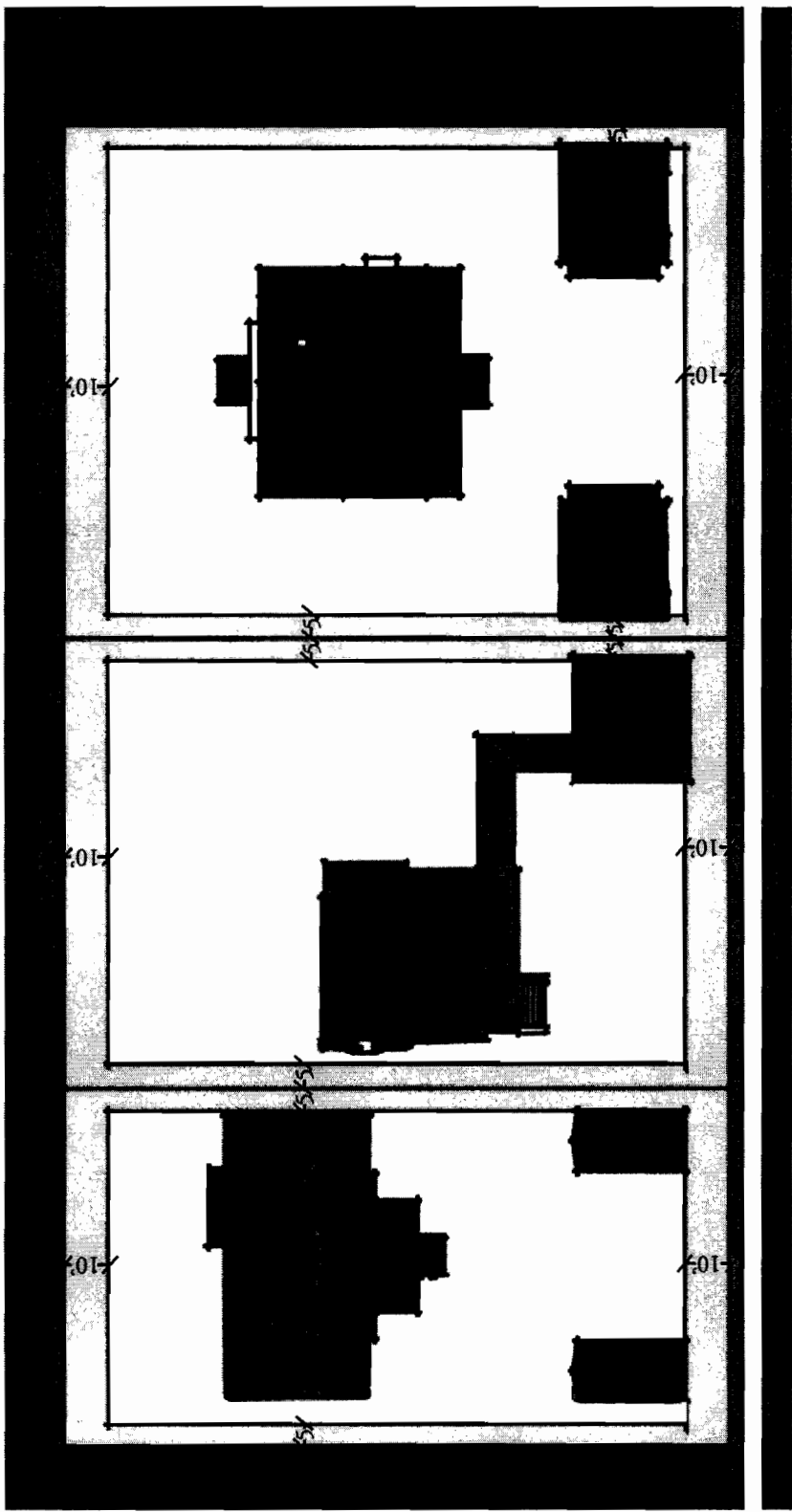
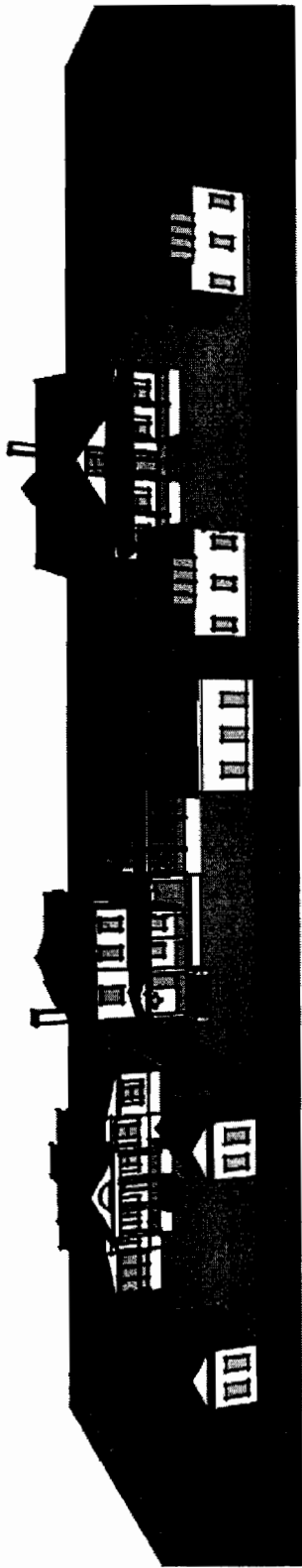
-  Setback
-  Adjacent Lots
-  Buildable Area
-  Building Footprint Example (See next page)

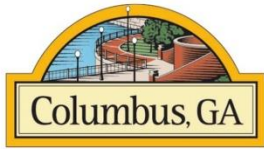


Lot Layout Notes:

- Stairs may encroach into the front setback zone, provided that there is a minimum of a 5' setback from the property line.
- No structure may be less than 14' from the back of the curb at any street.
- Garages may encroach into side or rear setback provided that there is a minimum 5' setback and a minimum separation of 10' between all structures.

OLD TOWN PHASE I RESIDENTIAL LOTS - EXAMPLE BUILDING FOOTPRINTS - ESTATE LOTS





CONSOLIDATED GOVERNMENT
What progress has preserved.
 PLANNING DEPARTMENT

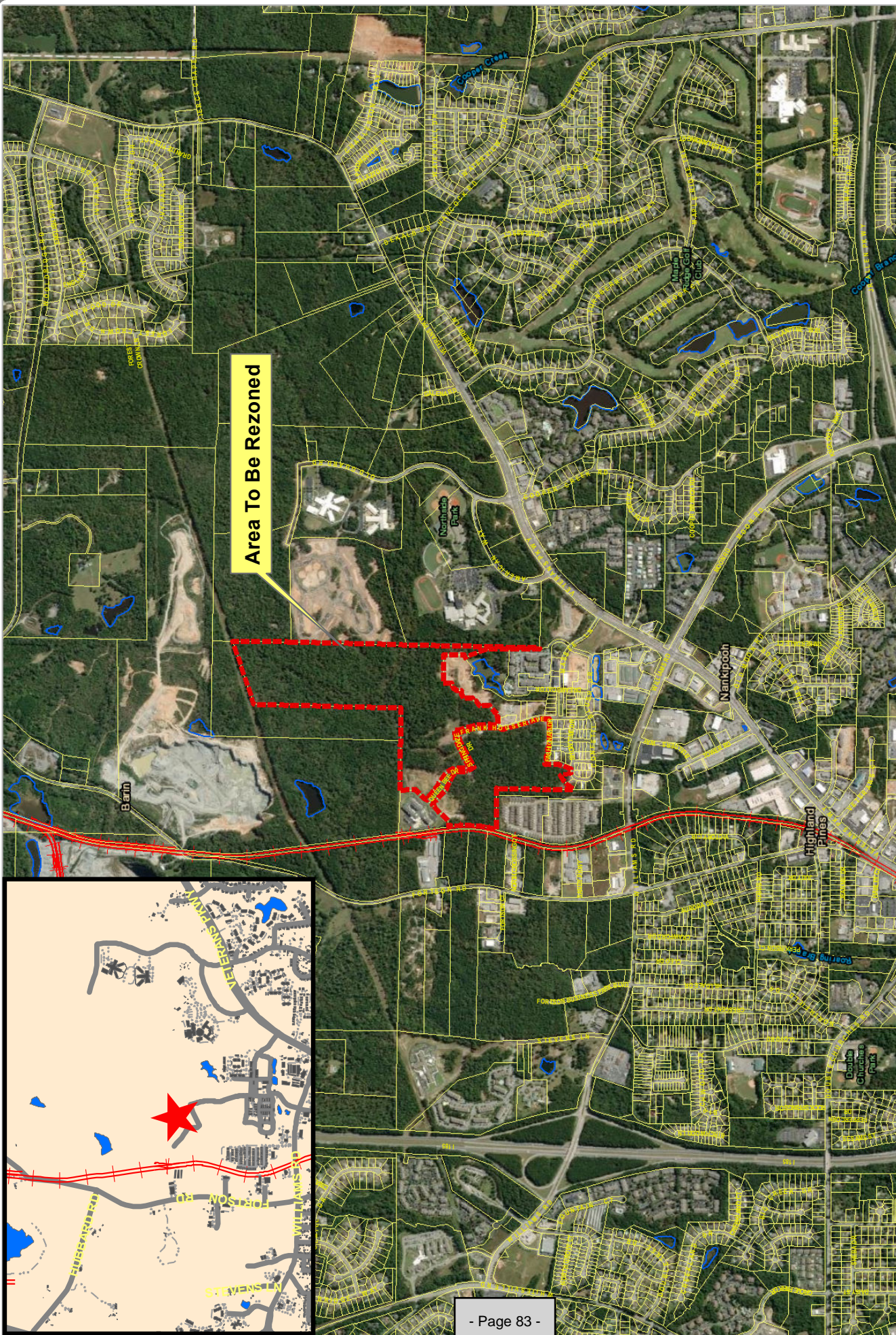
COUNCIL STAFF REPORT

REZN-09-21-1746

Applicant:	Whiteoak Grove, LLC
Owner:	Calvin Koonce
Location:	3294 Confetti Blush Drive
Parcel:	073-021-001
Acreage:	148.54 Acres
Current Zoning Classification:	PMUD (Planned Mixed Use Development)
Proposed Zoning Classification:	RE1 (Residential Estate) / RMF1 (Residential Multifamily 1) / RO (Residential Office)
Current Use of Property:	Planned Mixed Use Development
Proposed Use of Property:	Single Family / Townhomes / Apartments / Natural Area
Council District:	District 2 (Davis)
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:	Multifamily

Future Land Use Designation:	Mixed Use
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 3,130 trips if used for residential/commercial uses. The Level of Service (LOS) will remain at level B.
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential/commercial usage.
Surrounding Zoning:	<div> <div> North South East West </div> <div> RE1 (Residential Estate 1) PMUD (Planned Mixed-Use Development) RO (Residential Office) / RE1 (Residential Estate 1) PUD (Planned Unit Development) / RE1 Residential Estate 1) / LMI (Light Manufacturing / Industrial) </div> </div>
Reasonableness of Request:	The request is compatible with existing land uses.
School Impact:	N/A
Buffer Requirement:	N/A
Attitude of Property Owners:	Fifty-five (55) 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.
	<div> Approval Opposition </div> <div> 0 Responses 0 Responses </div>
Additional Information:	N/A
Attachments:	Aerial Land Use Map Location Map Zoning Map

Existing Land Use Map
Future Land Use Map
Traffic Report
Site Plan



Area To Be Rezoned



Item #2.

0 1,000 2,000 Feet

1 inch = 2,000 feet

Data Source: IT/GIS

Author: David Cooper

Aerial Map for REZN 09-21-1746

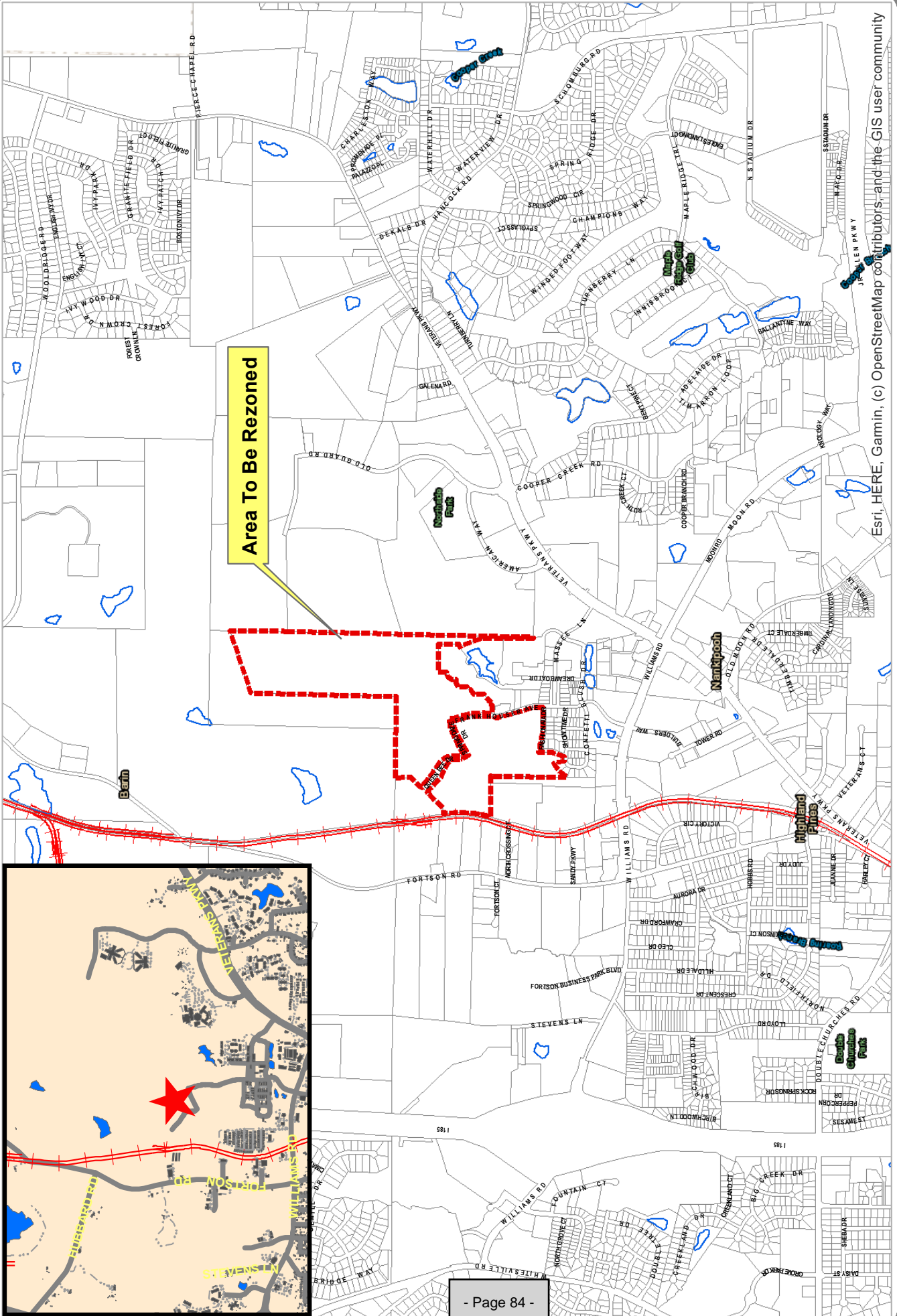
Map Map 073 Block 021 Lot 001

Planning Department-Planning Division

Prepared By Planning GIS Tech

This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 9/14/2021



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

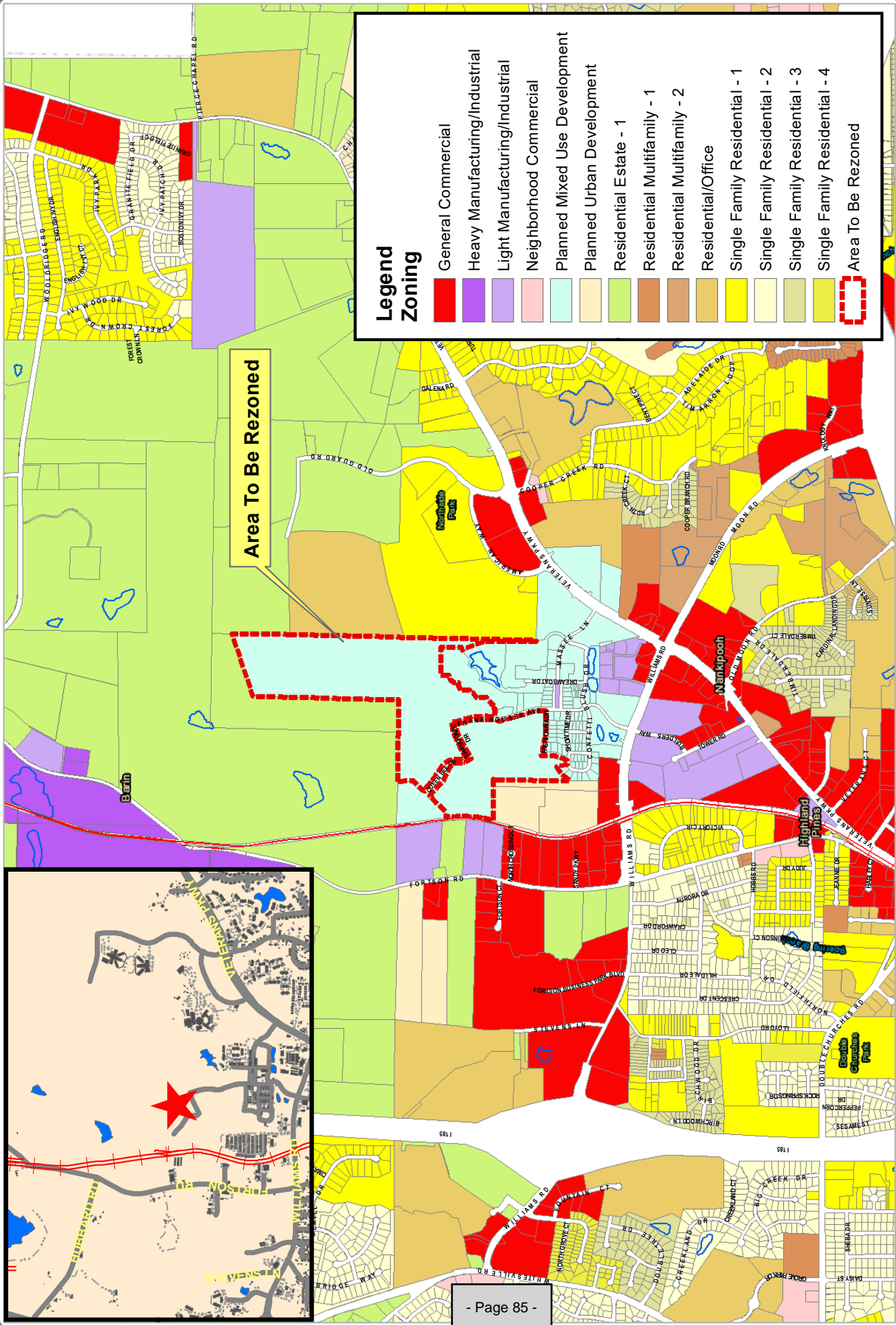
Item #2.

0 1,000 2,000 Feet
1 inch = 2,000 feet
Data Source: IT/GIS
Author: David Cooper

Location Map for REZN 09-21-1746
Map Map 073 Block 021 Lot 001
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 9/14/2021

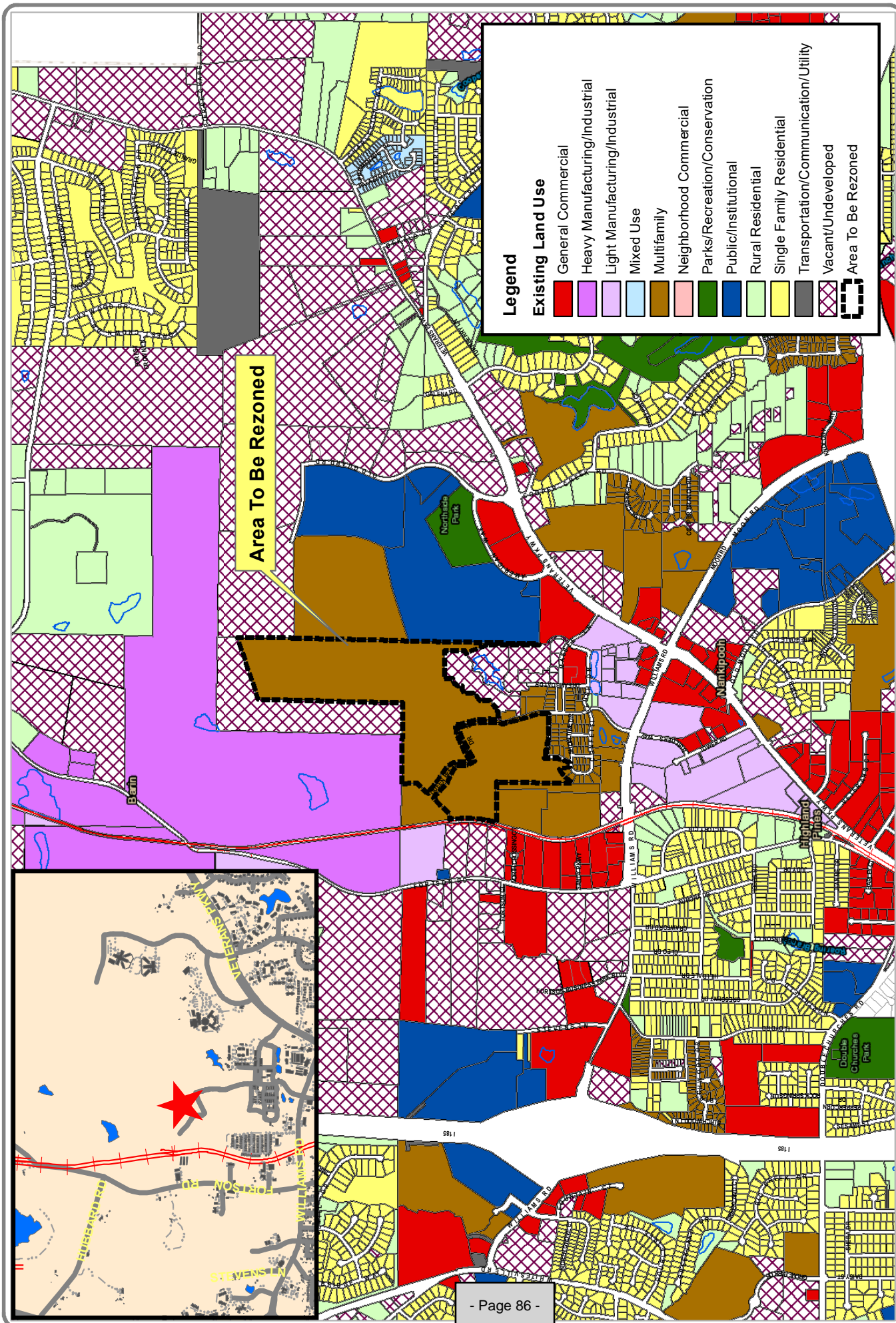


0 1,000 2,000 Feet
1 inch = 2,000 feet

Data Source: IT/GIS
Author: David Cooper

Zoning Map for REZN 09-21-1746
Map Map 073 Block 021 Lot 001
Planning Department-Planning Division
Prepared By Planning GIS Tech

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0 1,000 2,000 Feet

1 inch = 2,000 feet

Data Source: IT/GIS

Author: David Cooper

Existing Land Use Map for REZN 09-21-1746

Map Map 073 Block 021 Lot 001

Planning Department-Planning Division

Prepared By Planning GIS Tech

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Map information is believed to be correct but is not guaranteed.



Date: 9/14/2021

REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO. REZN 09-21-1746
PROJECT 3294 Confetti Blush Drive
CLIENT
REZONING REQUEST PMUD to RMF1 & RO

LAND USE

Trip Generation Land Use Code* 210 & 220
Existing Land Use Planned Mixed Use Development - (PMUD)
Proposed Land Use Residential Multi-Family 1 (RMF1) & Residential Office (RO)
Existing Trip Rate Unit PMUD
Proposed Trip Rate Unit RMF1 & RO - Number of Lots & Units

TRIP END CALCULATION*

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (Existing Zoning)					
Total					0
Daily (Proposed Zoning)					
Single Family Detached Housing	210	RMF1	188 Lots	9.57	1,800
Apartment	220	RO	200 Units	6.65	1,330
Total					3,130

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

TRAFFIC PROJECTIONS

EXISTING ZONING (PMUD)

Name of Street	Veteran's Parkway
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2019)	14,400
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	
Total Projected Traffic (2021)	
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)

PROPOSED ZONING (RMF1 & RO)

Name of Street	Veteran's Parkway
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2019)	14,400
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	3,130
Total Projected Traffic (2021)	17,530
Projected Level of Service (LOS)**	B



NOTE: This drawing is conceptual in nature and as such is subject to change without notice.

MASTER PLAN

Prepared by:
Historical Concepts

September 2, 2021

File Attachments for Item:

3. 2nd Reading- An Ordinance amending and restating Chapter 5 of the Columbus Code to provide for an Animal Services Division, an Animal Services Director, and Animal Enforcement Officers to be provided through an approved contract with a division of a licensed private non-profit animal shelter, or in the absence of such contract allow such services to be provided by a Division of the Columbus Consolidated Government and its employees; to make other necessary changes in the Chapter to accommodate the smooth administration of services related to the regulation, enforcement, care and protection of animals in Columbus/ Muscogee County; and for other purposes.(Mayor Pro-Tem)

AN ORDINANCE

NO. _____

An Ordinance amending and restating Chapter 5 of the Columbus Code to provide for an Animal Services Division, an Animal Services Director, and Animal Enforcement Officers to be provided through an approved contract with a division of a licensed private non-profit animal shelter, or in the absence of such contract allow such services to be provided by a Division of the Columbus Consolidated Government and its employees; to make other necessary changes in the Chapter to accommodate the smooth administration of services related to the regulation, enforcement, care and protection of animals in Columbus/ Muscogee County; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEARBY ORDAINS:

Section 1.

Chapter 5 of the Columbus Code is hereby amended and restated to read as set forth in “Exhibit A” which is attached hereto and incorporated herein by reference.

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 9th_ day of November, 2021, introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2021 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

Chapter 5 ANIMALS AND FOWL¹

ARTICLE I. IN GENERAL

Sec. 5-1. Title.

This chapter shall be known and may be cited as the Animal Control and Enforcement Ordinance of Columbus, Georgia.

Sec. 5-2. Authority and enforcement, generally.

- (a) *Statutory authority.* The general authority for this chapter is O.C.G.A Title 4, chapters 8 and 11 as amended, which require governing authorities of each county and municipality to regulate dangerous and vicious dogs and license certain animals in the interest of rabies control.
- (b) *Animal control and enforcement division.* Ordinance No. 84-62, adopted by the Council of Columbus on June 21, 1984, established the animal control and enforcement division as an "enterprise activity" under the operational control of the Director of Public Services of the Consolidated Government of Columbus. On November __, 2021, Council approved the award of a contract which will delegate the responsibility for all animal control activities to a private nonprofit vendor which will provide all animal Control services previously provided by the animal control and enforcement provision. Council may from time to time designate the entity responsible for providing the enforcement and services officers with the primary responsibility for enforcing this Chapter. The entity so designated by Council to provide animal control services for the consolidated government, whether a division of the consolidated government or a non-profit private entity ,shall be referred to as the Animal Services Division throughout this ordinance and the chief executive of that division shall be referred to as the Animal Services Director throughout this Ordinance. The Director of Public Works shall serve as the contract administrator for the consolidated government for any agreement for the provision of animal control or enforcement services.
- (c) *Enforcement.* The Animal Services Director and the duly sworn animal control officers employed by the Animal Services Division are hereby charged with primary responsibility and are hereby empowered with the authority to enforce all provisions of this chapter

Sec. 5-2.1. Training for enforcement officers.

All animal enforcement officers assigned to duties under this chapter shall undergo a period of training in which they shall familiarize themselves with the provisions of this chapter and the fundamental requirements of such constitutional protections as probable cause in order to ensure that the rights of private citizens shall be guaranteed during the enforcement of this chapter. Any animal enforcement officers hired and trained by the Animal Services Division will be sworn by the Chief of Police or his designee in accordance with Columbus Code

Section 17-60(b) after the completion of a background check by the Columbus Police Department and the receipt of proof that the officer-candidate has completed all required training.

Sec. 5-3. Animal control advisory board.

- (a) *Established.* An animal control advisory board is hereby established to be effective October 16, 1984.
- (b) *Mission.* The animal control advisory board shall monitor the operation of the Animal Services Division and render such guidance and assistance as is deemed appropriate in order to "encourage responsible pet ownership." Proposals and recommendations shall normally be presented during the periodic board meetings. Matters that need immediate attention should be referred to the Animal Services Director.
- (c) *Composition of board.* The board shall have nine voting members and one nonvoting member to be appointed as follows:
 - (1) Two licensed veterinarians practicing in Columbus who are participating in the "one-stop pet registration-rabies vaccination program" shall serve as voting members. The board members are to be selected by the local veterinary association as a representative of the association, and the selections shall be confirmed by the Columbus Council. Notwithstanding the provisions of Columbus Code Section 2-3.02, the veterinarians need not be a resident of Columbus provided that they have a practice at an office located within Columbus and have all required State of Georgia and Columbus professional and business licenses. The veterinarians shall be appointed for two-year terms, except the initial appointments when one veterinarian shall be appointed to a one-year term and one veterinarian shall be appointed to serve a two-year term. The veterinarian appointees shall be eligible to succeed themselves.
 - (2) A designated representative of PAWS Columbus, Inc. confirmed by the Columbus Council shall serve as an ex-officio non-voting member. The PAWS Columbus Board Member shall be appointed to serve a two-year term and may only serve two terms consecutively.
 - (3) A representative of an animal rescue operating a licensed shelter in Muscogee County shall serve as a voting member. The appointment shall be recommended by the animal rescue and then nominated and confirmed by the Columbus Council. The animal rescue board member shall be appointed to serve a two-year term and may only serve two terms consecutively.
 - (4) Five citizens to be selected by the Columbus Council shall serve as voting members. The citizen members shall be appointed to serve two-year terms, except for the initial appointments upon adoption of this chapter, one citizen shall be appointed to a one-year term and one citizen shall be appointed to a two-year term. The citizen board members may only serve two terms consecutively.
 - (5) An employee of the Environmental Health Division, Columbus Department of Public Health shall serve as a nonvoting member of the board. The board member is to be appointed by the county board of health and confirmed by the Columbus Council.
 - (6) The director of public works or a designee on his staff shall be a voting ex-officio member of the board.
 - (7) The Animal Services Director shall be a nonvoting ex-officio member of the board.
 - (8) The Animal Services Director shall designate an administrative officer of the Animal Services Division shall designate a staff member to serve as the recording secretary and provide other clerical and logistical support to the board.
- (d) *Schedule of board meetings.* The board shall meet at a time and place designated by the board chairman. The chairman is authorized to adjust the schedule, except that the board is required to meet at least semiannually.

- (e) In any event, any member shall abstain from voting upon any issues which touch or bear upon matters in which the member has a pecuniary interest, either proprietorship, salary, or otherwise. In any matter called for a vote in which any member abstains, a failure to win a majority shall constitute a defeat of that issue.

Sec. 5-4. Funding.

- (a) All funds generated pursuant to enforcement of this chapter, by the designated Animal Services Division such as sale of animal permits, penalties and impoundment fees, and penalties from court fines shall be remitted to the city treasurer to be credited to the general fund.
- (b) The Animal Services Director shall prepare an annual proposed budget in accordance with policies and procedures of the Finance Department of the Consolidated Government . The proposed budget shall be reviewed by the animal control advisory board and submitted to the director of the department of public works who will forward the budget with his or her recommendations through the budget officer to the mayor.

Sec. 5-5. Definitions.

Except as specifically defined in this section, all words in this chapter have their customary dictionary definitions. For the purpose of this chapter, certain terms and words used herein are defined as follows:

Words used in the present tense include future tense.

Words used in the singular include the plural, and words used in the plural include the singular.

The words "shall, will and required" always mean mandatory.

The word "person" includes a firm, association, organization, trust, company, or corporation as well as an individual.

- (1) *Owner* shall mean any natural person or legal entity including, but not limited to, a corporation, partnership, firm or trust owning or having an interest in, permanently harboring or keeping, or having long-term custody or control of a dog or cat, or the head of household who has furnished or permitted a member of that household to so harbor, keep or have long-term custody of a dog or cat. Kennel keepers, veterinarians, professional groomers, pet shop owners, or similar entrepreneurs who keep dogs or cats as inventory or professionally render services thereto are not considered owners within the scope of this article if acting in such a capacity. Community cat colony caretakers, as defined in paragraph (25), shall not be considered owners for the purposes of this chapter.
- (2) *Private/hobby kennel*. A lot, establishment, residence, or premise or portion thereof where six or more dogs and/or cats combined total, over six months of age, are boarded or kept for any purpose whatsoever, including as personal or family pets, for recreational use, for exhibition and where breeding and sale of offspring is not the primary function. Veterinary hospitals or clinics are exempted.
- (3) *Commercial kennel*. A kennel, or retail or wholesale activity, maintained for the purpose of offering any service whatsoever, including but not limited to boarding, grooming, breeding, keeping for sale, selling, trading, training, renting, or leasing for guard purposes any dogs or other animals. Veterinary hospitals or clinics are excluded.
- (4) *Fences* shall mean a fenced enclosure constructed with sufficient height, strength, and secure closing devices to adequately secure the dog or dogs being contained therein.
- (5) *He/him* shall mean masculine or feminine and singular or plural.
- (6) *Dangerous dog* shall mean any dog defined as dangerous by O.C.G.A § 5-8-21(a)(2).

- (7) *Vicious dog* shall mean any dog defined as vicious by the O.C.G.A § 5-8-21(a)(6).
- (8) *Proper enclosure* shall mean an enclosure for keeping a dangerous or potentially dangerous dog or cat, while on the owner's property, securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog [or cat] from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the animal is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the animal's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the animal.
- (9) *One-stop rabies vaccination—Pet registration* shall mean the chief of the animal control and enforcement division may authorize any veterinarian or veterinary clinic licensed to practice veterinary medicine in Columbus, Georgia, to act as an agent and issue animal registration permits.
- (10) *Annual pet registration* shall mean the registration is valid from January 1 through December 31 of the year in which issued.
- (11) *Anniversary registration* shall mean a pet registration period in concurrence with the term of the rabies vaccination. (A new registration permit is required on or before the expiration date of the rabies vaccination.)
- (12) *Three-year registration* shall mean when a three-year rabies vaccination is given to an animal a three-year registration permit is authorized upon payment of the three-year permit fee and such permit shall expire on the expiration of the rabies vaccination.
- (13) *Responsible pet ownership* shall mean:
- (a) Care of a pet in such a manner as to provide humane living conditions for the pet;
 - (b) Control of the pet so that the pet does not cause a nuisance or unsanitary conditions for the neighborhood or community;
 - (c) Such a pet would have current rabies and city registration tags.
- (14) *Unattended* shall mean any dog on the owner's property and not confined thereto by fence, chain, or other suitable and effective means, and when no responsible person is available to control such dog if said dog has been observed on public property or private property other than property of the owner, and not in voice control of a responsible person, by an enforcement officer at Columbus, Georgia, or by a complaint willing to testify in court.
- (15) *Probable cause* shall mean that prior to going onto private property, animal control enforcement officers must have knowledge of facts or circumstances that would make a prudent or reasonable person believe that a violation of this chapter has occurred or is occurring.
- (16) *Birds* shall mean any animal belonging to a class of warm-blooded vertebrates with wings and feathers.
- (17) *Fowl* shall mean domestic poultry which are normally propagated and fattened for the table or for their eggs, feathers, etc., such as chickens, turkeys, ducks, geese, and guinea fowls.
- (18) *Severe injury* shall mean any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery, or a physical injury that results in death.
- (19) *Dog control officer* shall mean the senior animal control officer who is designated to fulfill the duties as outlined in this chapter.
- (20) *Tethering* shall mean the act of fastening or restraining a dog outside of the presence of its owner or caregiver by a mechanism appropriate to the circumstances and set forth in this chapter.

- (21) *Caretaker* shall mean any person entrusted with the short- term responsibility for a domesticated animal. If an owner gives short term responsibility for an animal to a minor, the owner remains responsible for any liability in connection with the animal.
- (22) *Feral cat* means a cat, regardless of sex or age, lacking owner identification, free-roaming, and appearing unsocialized.
- (23) *Community cat* means a feral cat that has been trapped, sterilized, vaccinated, and ear tipped.
- (24) *Ear tipping* means straight-line cutting of the tip of the left ear of a cat while the cat is appropriately anesthetized. A cat that has been ear tipped is presumed to be sterile, vaccinated against rabies, and a community cat.
- (25) *Community cat rescue* means a non-profit rescue organization licensed in accordance with the laws of Georgia which has been designated by Animal Services Division as the organization(s) responsible for administering and keeping all required records for the community cat program.
- (26) *Community cat colony* means an identified group consisting of more than five feral cats that have been or will be neutered or spayed, vaccinated, ear tipped and released back into the area from which they were taken.
- (27) *Community cat colony caretaker* means a person who has identified his or herself to the Animal Services Division or its designated community cat rescue and has identified a community cat colony for which he or she is willing to provide sustenance, water and care for that community cat colony.
- (28) *Community cat program* means a collaborative program involving Columbus Animal Services Division and such community cat rescues as they may designate, wherein feral cats are trapped, neutered, vaccinated and ear-tipped to become community cats to be managed and provided for in accordance with the guidelines set forth in Code Sections 5-20 through 5-23 below in accordance with policies and procedures developed by the Columbus Animal Services Division Director with approval of the contract administrator.

Sec. 5-6. Enforcement.

- (a) The penalty for violation of any section, paragraph or provision of this chapter shall be in accordance with section 1-8 of the Columbus Code of Ordinances. Each day any violation of any provision of this chapter continues shall constitute a separate offense.
- (b) The Columbus Health Department, the Columbus Police Department, and the business license department are authorized and directed to cooperate in the enforcement of provisions of this chapter appropriately requiring action and investigation by their respective departments.
- (c) Animal enforcement officers, officers of the Columbus Police Department, officials of the business license department, and other law enforcement officers shall investigate violations of this chapter and shall secure all evidence and issue summons to defendants and witnesses for appearance in recorders' court in order that the recorders' court judge may be furnished with all essential and available facts upon trial of offenses under this chapter.
- (d) It shall be unlawful to resist, interfere with, hinder or molest any officer or agent of the Columbus Animal Services Division or any other persons charged with enforcement of any provision of this chapter.
- (e) It shall be unlawful to attempt to release any animal captured or impounded pursuant to the provisions of this chapter. Tampering with traps or other capture devices utilized by the animal enforcement officers is prohibited.

- (f) It shall be unlawful to attempt to bribe, coerce, or otherwise influence an animal enforcement officer who is investigating an alleged violation of the provisions of this chapter. Officers subject to such attempts to influence their lawful investigations shall secure all evidence and issue summons to defendants and witness for appearance in recorders' court in order that the judge of recorders' court may rule on the case as provided for in the Columbus Code of Ordinances.
- (g) Prior to going onto private property, animal enforcement officers must have knowledge of facts or circumstances that would make a prudent or reasonable person believe that a violation of this chapter has occurred or is occurring. The authority vested in an animal enforcement officer shall not be construed to provide said enforcement officer with the authority to enter a private building or dwelling house for any reason, unless permission is given by said owner of said property. Under no circumstances will the authority vested in an animal enforcement officer include the right of said enforcement officer to infringe on the rights and liberties of any citizen or to carry out any action contrary to any provision of the Constitution of the United States or the Constitution of the State of Georgia.
- (h) Authority to shoot animals: In the event any animal subject to being impounded pursuant to the provisions of this chapter cannot be captured without actual danger to the officer, or public, designated officers of the Columbus Animal Services enforcement division, any vendors serving under a contract with the consolidated government to eradicate dangerous wildlife or the police department of Columbus, Georgia, are authorized to shoot such an animal when shooting can be done without endangering persons or property. In such cases that may necessitate shooting an animal suspected of having rabies, the person shooting the animal shall avoid damage to the head of the animal so as not to interfere with laboratory examination of the brain to determine rabies infection.
- (i) Killing of animals prohibited: No person shall kill or cause to be killed any animal suspected of being rabid or any animal that has bitten a human, except as herein provided, nor shall any person remove such animals from Columbus, Georgia, without permission of the director of Columbus Department of Public Health or his authorized agent.

ARTICLE II. DOMESTICATED ANIMALS

Sec. 5-7. Owner responsibility.

The owner (as defined by section 5-5) shall be held responsible for the actions of all domesticated animals under his or her ownership, custody, supervision, or control.

Sec. 5-7.1. Outdoor facilities.

An owner or caretaker of a dog who allows the dog to spend more than eight hours in a 24-hour period outside must provide the dog an outdoor facility that meets the following specifications:

- (a) Outdoor facilities for dogs shall include one or more shelters that are accessible to each dog and one or more separate outside areas of shade that is large enough to contain all the dogs at one time to protect them from the direct rays of the sun. Outdoor facilities shall be kept neat and free of clutter, including equipment, furniture and stored materials as well as accumulated trash, waste, junk, weeds and other discarded materials.
- (b) Outdoor shelters shall comply with the following:
 - (1) Include a roof, four sides and a floor;
 - (2) Be of sufficient size to allow each dog in the outdoor facility to sit, stand, lie in the fully stretched position, and to turn about freely;

- (3) Provide an environment that will protect from the elements when the ambient temperature is below 50 degrees Fahrenheit or below ten degrees Celsius;
 - (4) Be constructed of materials that are impervious to moisture and easily cleaned and sanitized;
 - (5) Be structurally sound and kept in good repair, with no missing boards, jagged edges or excessive rust;
 - (6) Be cleaned weekly on all hard surfaces with which the dogs come into contact;
 - (7) Be free of accumulated trash, waste, junk, weeds and other discarded materials; and
 - (8) Crates or barrels are not acceptable outdoor shelters, and carports are not acceptable as the sole means of shelter available to the dog.
- (c) All outdoor areas to which a dog has access shall be kept clean and free of fecal matter and all other trash and waste.

Sec. 5-7.2. Restraint.

- (a) It shall be unlawful for any owner or possessor of any dog to fail to keep the dog under restraint or control as provided for in this section.
- (b) A dog is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the dog from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:
 - (1) It is securely and humanely enclosed within a house, building, fence, pen, or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition. If a canine pulley system is being used, the animal must stay within the owner's property line and not have the ability to get caught up or hung due to the location of other tangible materials that could hinder the animal(s) from freely moving within the confines of the system;
 - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on all entry points or identified entry points of the property indicating that the system is in place;
 - (3) It is housed on a lot zoned R-5 or R-10 of at least five acres in size and remains within the confines of its owners property in accordance with the provisions of 5-10(a); or
 - (4) It is on a leash and under the control of its owner or caregiver, or it is off leash and obedient to and under voice command of an owner or caregiver who is in the immediate proximity of the dog any time it is not restrained as provided for in subsection (1) or (2) above while on the owner's property.
- (c) It shall be unlawful to tether an animal outdoors, except when all of the following conditions are met:
 - (1) No animal shall be tethered and left unattended for more than 12 consecutive hours in a 24-hour period. However, for up to the 12-hour maximum an animal may be on an approved tethering system as outlined in this section;
 - (2) No animal shall be tethered except on a three-point pulley system;
 - (3) Only one animal may be attached to each tethering system;
 - (4) Any tethering device used to tether an animal shall not allow the animal to cross over the owner's property line;

- (5) Tethers must be made of commercial approved leash or tethering material which cannot be chewed by the animal and shall not weigh more than five percent of the body weight of the animal; ropes and chains are not considered appropriate tethering material;
- (6) The tether must be at least five times the body length of the dog and mounted no more than seven feet above the ground level;
- (7) The length of the tether from the running cable line or pulley system to the animal's harness should allow access to the maximum available exercise area allow the animal free access to food, water, and shelter;
- (8) The animal must be attached to the tether by a properly fitted harness or collar with enough room between the collar and the animal's throat through which two fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal;
- (9) The tethering system must be a sufficient distance from any other objects or animals to prohibit the tangling of the cable, to prohibit the cable from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal from having access to the fence;
- (10) The animal is not tethered outside during periods of local extreme weather which shall include but not be limited to an excessive heat warnings issued by the National Weather Service, temperatures at or below 32 degrees Fahrenheit (0 degrees Celsius), thunderstorms, tornados, tropical storms, or hurricanes;
- (11) The animal is at least six months of age;
- (12) The animal is not sick or injured; and
- (13) Animals transported in the rear of open vehicles shall be placed on a tether anchored securely and of appropriate length to prevent the animal from jumping off or being thrown from a vehicle.

Sec. 5-8. Rabies vaccination.

- (a) *Responsibility.* The owner or person having custody or control of any dog or cat four months of age or older shall be responsible for having each dog or cat vaccinated for rabies by a licensed veterinarian. Dogs and cats shall be revaccinated within ten days of the "rabies expiration date" recorded on the certificate of rabies vaccination issued for the animal. Three-year rabies vaccinations are authorized and encouraged.
- (b) *Certificate of rabies vaccination.* The veterinarian administering rabies vaccinations set forth in this chapter shall execute a certificate of rabies vaccination which has been approved by the Georgia Department of Human Resources and furnished to the veterinarian by the Animal Services Division. No other rabies vaccination certificates are authorized for use for dogs and cats that are residents of Columbus, Georgia. The certificate of rabies vaccination shall be executed in accordance with administrative instructions issued by the Director of Animal Services There shall be three copies of the certificate. The original copy shall be given to the owner of the animal; the second copy shall be forwarded to the Animal Services Division within 15 days of vaccinating the animal; and the third copy shall be retained by the veterinarian.
- (c) *Out-of-state certificates of rabies vaccinations recognized.* The valid certificates of rabies vaccination issued by licensed veterinarians of any of the 50 states will be accepted as evidence of vaccinations which is prerequisite to registration of the dog or cat with the Columbus Animal Services Division. In these cases the owner of a dog or cat is required to register the pet at the animal services division's main office.
- (d) *Records.* In addition to maintaining a computerized data file of rabies vaccinations and pet registrations, the Animal Services Division shall maintain an orderly indexed file of certificates of rabies vaccination for three years.

(e) *Rabies vaccination tag:*

- (1) The term "rabies vaccination tag" shall mean a tag approved by the Georgia Department of Human Resources and furnished to each veterinarian or veterinary clinic by the Columbus Animal Services Division.
- (2) Concurrent with the issuance of the certificate of rabies vaccination, the person authorized to issue the certificate shall also furnish to the owner of the vaccinated dog or cat the serially numbered rabies vaccination tag described above. The serial number of the tag shall be entered in the appropriate space of the corresponding certificate of rabies vaccination.

(f) *Requirement to display rabies vaccination tag:*

- (1) *Dogs.* The rabies vaccination tag issued for a dog shall be attached to a collar or harness and worn by the dog at all times, except under the special circumstances listed below:

Exceptions authorized. Exceptions are authorized as follows; however, the owner shall be required to produce evidence of the rabies vaccination upon the request of an animal enforcement officer:

- a. A dog, while within the confines of the walls of the owner's house or apartment, is exempted from wearing the rabies tag.
 - b. Hunting or stock dogs and show dogs while being worked, conditioned, groomed and/or shown under the direct supervision and control of their owner, agents or employees of the owner are exempted from wearing the rabies tag. The rabies certificate must be available at the site of such activity for inspection on the request of an animal enforcement officer.
 - c. A dog, which for medical or physical reasons is unable to wear a collar or harness, is exempted from wearing the rabies tag. Documentation from a licensed veterinarian must be presented as proof for this exemption.
- (2) *Cats.* The wearing of rabies tags by cats shall be left to the discretion of the owners. If tags are not worn, evidence of vaccination must be produced upon the request of an animal enforcement officer.

Sec. 5-9. Registration of dogs and cats.

- (A) *Registration required.* In addition to the requirement for rabies vaccination, owners of dogs and cats four months of age and older are required to register each such dog and/or cat with the Animal Services Division. The dog and/or cat must be vaccinated for rabies before registration is authorized and valid certificate of rabies vaccination must be presented before a dog or cat may be registered, except in the following specially exempted circumstances. A dog or cat may be registered without the required rabies vaccination when:

- (1) A licensed veterinarian has examined the animal and certified that at the time of registration such vaccination would endanger the animal's health because of age, infirmity, debility, illness, or pregnancy. The exemption certificate must include the date when a rabies vaccination can be administered.
- (2) The owner shall be required to have the exempted dog or cat vaccinated within ten days of the expiration date of the veterinarian's certificate.
- (3) Veterinarians issuing exemption certificates are authorized to charge the pet owner a medical examination fee.
- (4) Veterinarians registering animals under the provision of this exemption authorization shall attach a copy of the certificate to the animal registration form which shall be forwarded to the animal services division in accordance with administrative instructions issued by the animal services division. The owner of the animal will be provided with a copy of the certificate of exemption and the owner will be required to present the certificate for inspection on request of an animal control officer.

- (B) *To be worn.* The dog shall wear the city registration tag as required by this ordinance and when a dog is vaccinated after expiration of the exemption certificate, the rabies vaccination tag shall also be worn as required by this ordinance.
- (C) *One-year and three-year registration:*
- (1) One-year permits are valid from the date of registration and expire on the date of expiration of the one-year rabies vaccination pursuant to subsection (F) below.
 - (2) Three-year permits may be issued only in conjunction with a three-year rabies vaccination. The three-year permit shall be valid from the date of registration and expire on the date of expiration of the three-year rabies vaccination.
- (D) *Certificate of registration.* The certificate of rabies vaccination, when authenticated by the addition of the city registration tag number issued to a particular animal, shall serve the dual purpose of "certificate of rabies vaccination" and "animal registration."
- (E) *Requirement to display animal registration tag:*
- (1) *Dogs.* The animal registration tag issued for each dog shall be attached to a collar or harness and worn by the dog at all times, except under the special circumstances listed below:

Exceptions authorized. Exceptions are authorized as follows; however, the owner shall be required to produce evidence of the registration upon the request of an animal enforcement officer:
 - a. A dog, while within the confines of the walls of the owner's house or apartment, is exempted from wearing the registration tag.
 - b. Hunting or stock dogs and show dogs and cats, while being worked, conditioned, groomed and/or shown under the direct supervision and control of their owner, or agents or employees of the owner are exempted from wearing the animal registration tag while engaged in the exempted activity. The animal registration tag must be available at the site of such activity for inspection on request by an animal enforcement officer.
 - c. A dog, which for medical or physical reasons is unable to wear a collar or harness, is exempted from wearing the registration tag. Documentation from a licensed veterinarian must be presented as proof for this exemption.
 - (2) *Cats.* The wearing of registration tags by cats shall be left to the discretion of the owners. If tags are not worn, evidence of registration must be produced upon the request of an animal enforcement officer.
- (F) *Registration issuance; permit term, expiration; delinquent registration.* One-year registration will be issued in conjunction with the rabies certificate. The one-year permit shall be valid from the date of registration and shall expire on the date of expiration of the one-year rabies vaccination. The permit must be purchased within 15 days of the rabies vaccination date or it will be considered delinquent.
- (1) *New residents.* Upon presentation of a valid rabies vaccination certificate with six months or less remaining before vaccination due date, a new resident may purchase a permit for one-half the regular registration fee.
 - (2) *Exceptions to delinquent registration.* When the following specific circumstances exist, a registration shall not be considered delinquent:
 - a. A new resident of the city who is registering a pet for the first time in Columbus and has a valid current certificate of rabies vaccination and/or a valid current animal registration from another city, county, or state. The new resident must register the pet within 30 days of establishing residency.

- b. Any newly purchased or acquired dog or cat which is registered within 15 days of the date purchased or acquired. Documentation showing the date of purchase or acquisition and a description of the animal must be presented at the time of registration to be eligible for this exemption.
- (G) *Registration fees.* All dogs and cats four months of age or older must be registered. Effective July 1, 2014, the registration fees shall be as follows:
- (1) *Altered dogs and cats.* All dogs and cats which have been altered (spayed/neutered); or are less than nine months of age; or have a medical problem (certified by a licensed veterinarian) which would preclude surgery for a year or longer. A copy of the record from a licensed veterinarian certifying the animal has been spayed/neutered and a valid certificate of rabies vaccination must be presented at the time of the registration.
 - a. One-year registration\$ 10.00
 - b. Three-year registration\$ 30.00
 - (2) *Non-altered dogs and cats.* All non-altered (spayed/neutered) dogs and cats nine months of age or older; or without a veterinarian-certified medical exemption:
 - a. One-year registration\$ 40.00
 - b. Three-year registration\$ 120.00
 - (3) *Free registration authorized.* Free city registration is hereby authorized and free registration tags may be issued for dogs trained specifically to assist a person with disability when such dog is actually being used by a disabled person as an aid for that disability. A valid certificate of rabies vaccination must be presented along with the application for a free registration.
- (H) *Registration procedures; one-stop rabies vaccination—Pet registration:*
- (1) *Agents.* The Director of Animal Services division may authorize any veterinarian or veterinary clinic licensed to practice veterinary medicine in Columbus, Georgia, to act as agent and issue animal registration permits. The agents so designated shall comply with all provisions of this chapter and administrative instructions of the animal control and enforcement division. A veterinarian or veterinary clinic authorized to issue permits may collect a handling charge of up to \$5.00 from the animal owner for each registered permit issued.
 - (2) *List.* The Animal Services Division will maintain a list of veterinarians participating in the "one-stop rabies vaccination—pet registration" program and shall disseminate the list to the public.
 - (3) *Other pet registration locations authorized.* Dogs and cats may be registered at the main office of the Animal Services Division. A current certificate of rabies vaccination must be presented before registration
 - (4) *Registration by mail authorized.* Application forms for registration by mail will be available at the Animal Services Division office and will be made available to each veterinarian licensed and practicing in Columbus.
 - (5) *Replacement of lost rabies tag or city registration tag.* Replacement of lost rabies tags or city registration tags is hereby authorized. Application for replacements shall be made at the main office of the Animal Services Division, and a fee of \$2.00 for each replacement tag is hereby authorized.
 - (6) *Notice of change of ownership required.* Registered dogs and cats sold, adopted, traded, or otherwise released to new owners, persons, kennels, or any other businesses or shelters shall be reported by such new owner to the Animal Services Division's main office within ten days of such sale or release.

Sec. 5-10. Control of domestic animals.

(a) *[Generally.]*

- (1) Irrespective of and/or in addition to impoundment provisions, including assessment of penalty fees relating to impoundment of animals as prescribed in other sections of this chapter, it shall be unlawful for owners of dogs to allow, permit, or by negligence to permit, their dogs to be unattended. Any dog on the owner's property and not confined thereto by fence, or other suitable and effective means, and when no responsible person is present to control such dog, shall be considered unattended and in violation of this chapter only if said dog has been observed on public property or private property other than property of the owner, and not in voice control of a responsible person, by an enforcement officer of Columbus, Georgia or by a complainant willing to testify in court. Dog and cat owners residing in rural areas of the city and whose lots are zoned RE-5 or RE-10 and whose said lots are five acres or more in area, are exempt from the requirements to keep dogs penned, or on a leash, and/or under voice control. These exempted owners are required to ensure that their dogs and cats do not leave the limits of the owner's property, and these owners are subject to all other provisions of this chapter.
- (2) Upon the third conviction during a two-year period for a violation of subsection (a)(1), above, the individual so convicted shall pay a fine of not less than \$100.00 nor more than \$600.00.

(b) *Female dogs.* It shall be unlawful for any person to allow a female dog, when it is breeding season, to go upon or have access to the streets, roads or public areas of Columbus, Georgia. Female dogs shall be confined in such places and manner as will avoid nuisances being caused by the attraction of male dogs to the premises of others or under any circumstances.

(c) *Use of a leash on all public property.* No owner or caretaker shall allow any canine, "dog" on any public property unless such animal is restrained by an appropriate leash and under the control of a responsible person. This restriction does not apply to local, state or federal public safety canine officers, to licensed search and rescue operations or to properly licensed animal shows or government-owned animal care facilities or properly licensed animal adoption facilities.

(d) *Nuisance control.* Without regard to other provisions of this article or other sections of the Columbus Code, it shall be unlawful for owners of dogs, cats, or other animals to allow, permit, or by negligence fail to prevent such animals from acting or performing in such a manner as to cause damage or unsanitary conditions to the property of another, public streets, public parks and recreation areas, or otherwise to cause a nuisance in Columbus. Animal owners residing in rural areas of the city on lots zoned A-1 (agricultural) and which lots are two and one-half acres or more in area, are exempt from nuisance control provisions contained in section 5-10(d)(4). Acts deemed to be nuisances shall include, but are not limited to, the following:

- (1) Any animal to enter any place where food is stored, prepared, served or sold to the public except dogs trained specifically to assist a person with a disability when such dog is actually being used by a disabled person as an aid for that disability.
- (2) Any dog to chase, run after, or jump at vehicles moving on public streets and alleys.
- (3) Any dog to attack, bite or injure a person, or to snap, growl, snarl, jump upon or otherwise threaten persons without provocation, unless in defense, protection or assistance of its master or other persons, except when such person is using the dog in conjunction with a criminal activity. These acts shall be considered a violation of this chapter whether or not the dog is confined by fence, chain or leash, or under the voice control of a responsible person.
- (4) Any animal to howl, yelp, whine, or bark in such manner as to reasonably disturb any person or neighborhood.
- (5) Any animal to feed from, turn over, or otherwise disturb garbage containers.

- (6) Any animal to scratch or dig in flower beds or to soil or damage any property other than that of the owners.
- (7) Male animals to have access to female animals or vice versa during breeding season, except within enclosures so arranged as to obstruct such animals entirely from view of persons outside of such enclosures.
- (8) Any dog or cat to go onto the property of another or onto public sidewalks, streets, alleys, parks and recreation areas, or onto other public or private ways, and attack another animal or fowl.
- (9) It shall be a violation of this chapter if, when a dog or cat deposits fecal matter on public ways or private property, the owner of the animal does not promptly remove such waste and deposit it in a sanitary manner. This requirement is applicable whether or not the animal is on a leash and/or under voice control.
- (10) Cats or dogs to crawl upon, sleep on, scratch or otherwise soil furniture, porches, automobiles or other tangible property of a neighbor or person other than the owner.
- (11) *Transportation of animals.* It shall be a violation of this chapter for a canine animal to be transported in the back of an open bed vehicle unless such animal is securely tethered by a cross tie to prevent such animal from jumping off or being thrown from the vehicle.
- (12) *Fencing.*
 - (A) Owners that rely upon a fence to secure their canine animal must use a fence with a minimum height of four feet or of sufficient height and structural support to ensure that such animals are restrained within the confines of their property. The individual size and abilities of any canine animal shall determine the height of the fence. If such animal evades the fence, the owner shall be in violation of section 5-10(a).
 - (B) Owners may use electronic fencing as long as said fencing is operational to ensure that such animals are restrained within the confines of their property. If such animal evades the electronic fencing, the owner shall be in violation of section 5-10(a).
- (e) *Controlled access public events.* It shall be unlawful for animals to be permitted at controlled access public events or in the immediate area where spectator sports events are held in city parks including practice events for spectator sports. The Animal Services Division shall be authorized to erect appropriate signs under this provision. Exceptions are authorized as follows; however, the owner shall be required to produce evidence of rabies vaccination upon the request of an animal control officer:
 - (1) Dogs trained and used as a guide or seeing eye dog for a blind person.
 - (2) Dogs trained and used as a hearing dog for a deaf person.
 - (3) Police K-9 dogs.
 - (4) Caged animals being sponsored by the Animal Services Division or any licensed animal rescue organization.
 - (5) Animals competing or performing in the event.

Sec. 5-11. Dangerous or vicious dogs.

- (a) All requirements concerning the classification, registration and maintenance of dangerous and vicious dogs will be enforced in Columbus as set forth in O.C.G.A Article 2 of Chapter 8 of Title 4, ("Responsible Dog Ownership Law"). The Animal Services Director shall serve as the dog control officer for purposes of implementing the requirements of the state law. The animal control advisory board is hereby designated as

the authority in Columbus charged with making all determinations and hearing all appeals required by the state law.

- (b) The fee for registering dangerous or vicious dogs in Columbus, effective July 1, 2015, shall be \$150.00 annually. The required collar and up to two warning signs shall be issued and are included in this fee. If additional signs are required, the cost is \$5.00 per sign.
- (c) The Animal Services Director and the animal control advisory board are hereby authorized to regulate cats or other household pets which it determines to be dangerous or vicious in a manner similar to that specified by the Responsible Dog Ownership Law referenced above.
- (d) It shall be unlawful to display a dangerous/vicious dog or animal sign at locations or on premises where no such dangerous/vicious animal exists or is located.
- (e) The dog control officer, any animal enforcement officer or any sworn law enforcement official is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of the State law and such officers may confiscate any dangerous or vicious dog in the case of any violation of the law.

Sec. 5-12. Cruelty to animals and failure to aid injured animals.

It shall be unlawful for any person, willfully and cruelly, to injure or kill any animal by any mode or means causing it unnecessary fright or pain, and it shall further be unlawful for any person, by neglect or otherwise, to cause or allow any animal to endure pain, suffering or injury. Acts violating this section shall include but are not limited to:

- (1) Any violation of the Columbus Code Section 5-7.1 on shelter shall be guilty of a city ordinance violation, punishable as set forth in section 1-8 of the Columbus Code.
- (2) Failure to provide animals food for a period of more than 24 hours and/or water or care for more than 18 hours.
- (3) Abandoning any animal on private or public property.
- (4) Failure on the part of the driver of a motor vehicle to stop or call the police or other agencies for assistance after striking or injuring an animal by the motor vehicle.
- (5) Leaving or exposing any poisonous substance, food or drink, for man, animal or fowl or to aid or abet any person in so doing, except insect or rodent poison when used for control of insects, mice or rodents.
- (6) It shall be unlawful for any person to bait, to attack with violence to, provoke, or to harass an animal, domestic or wild, with one or more animals or humans, for the purpose of training such an animal for, or to cause or to sponsor or to promote such an animal to engage in fights, wrestling or similar contests with or among other animals or between animals and humans. Nothing in the foregoing sentence, however, shall prevent the lawful training of guard dogs or other animals, provided the same in no way conflicts with other provisions of this Code or state law. The minimum fine for violating this subsection (6) shall be \$500.00.
- (7) Tethering that does not meet the requirements of section 5-5(20).
- (8) It shall be a violation of this section for an animal to be left unattended in a vehicle if the inside temperature of the vehicle exceeds 80 degrees.

Sec. 5-12.1. Revocation of licenses of trainers, breeders, boarders and sellers of dogs or other animals convicted of cruelty to dogs or other animals.

Any person convicted of or pleading guilty or nolo contendere to O.C.G.A. Section 4-8-5 (Cruelty to dogs) or O.C.G.A. Section 16-12-4 (Cruelty to animals) or any other comparable criminal prohibition against cruelty to animals that may be later enacted shall not thereafter be issued a license to train, breed, board or sell dogs or other animals in Columbus, Georgia, and the licenses of those persons being convicted of or entering guilty or nolo contendere pleas to said offenses shall immediately stand revoked, in addition to other penalties prescribed by law.

Sec. 5-13. Impoundment.

- (a) *Animals subject to impoundment.* Dogs, cats or other animals within any of the following classes may be captured and impounded in Columbus, Georgia:
 - (1) Dogs and other animals whose ownership is unknown.
 - (2) Vicious dogs and animals of all kinds.
 - (3) Female dogs in breeding season not confined to the premises of the owners in such manner as to avoid nuisances and prevent access to other animals.
 - (4) Dogs or other animals that have been bitten by an animal suspected of having rabies.
 - (5) Dogs, cats, or other animals that are causing nuisances in violation of other sections of this chapter.
 - (6) Any dog not wearing a valid city registration and rabies vaccination tag.
 - (7) Any dog on the owner's property and not confined thereto by fence, chain, or other suitable and effective means, and when no responsible person is present to control such dog shall be unattended and in violation of this chapter only if said dog has been observed on public property or private property other than the property of the owner, and not in voice control of a responsible person, by an animal enforcement officer or by a complainant willing to testify in court. Section 5-10(a) of this chapter exempts owners of dogs and cats whose residence is in rural Columbus from the requirement to have the animal under constant control by a responsible person. Animals in these exempted areas are subject to impoundment if the animal is observed on property other than the owner's property.
- (b) *Notice of impoundment.* Immediately upon impounding dogs, or other animals, the animal enforcement officer responsible for having the animals impounded or other animal services division staff shall make reasonable efforts to notify the owners of such dogs, or other animals, so impounded and inform such owners of the conditions whereby they may regain custody of such animals.
- (c) When a resident of Columbus is no longer able to maintain a cat or dog of which he or she is the documented owner, he or she may surrender the animal to the Columbus Animal Services Division. A surrender fee of \$20.00, will be charged upon surrender, and the owner will sign a document releasing all ownership rights to the animal and waiving any future notices concerning the disposition of the animal.

Sec. 5-13.1. Disposition of animals.

- (a) *Holding time.* Any impounded animal, not under observation for rabies, that is not claimed within five days of the date of impoundment or five days after the owner of the animal is notified, shall be disposed of in a manner approved by the director of the Animal Services Division. However, if the owner is incarcerated at the time of impoundment, the animal shall be held for ten days. After the tenth day the animal shall become

the property of Columbus, Georgia and be disposed of in a manner approved by the director of the Animal Services Division.

(b) *Adoption of animals.*

- (1) At the time of adoption of non-altered (spayed/neutered) animal from the Animal Services Division. the individual adopting said animal shall purchase, for the sum of \$50.00, a spay/neuter voucher to be presented to the veterinarian of their choice to defray a portion of the cost of spaying or neutering the animal. The veterinarian may redeem said voucher by presenting same to the Finance Department for the consolidated government. Effective July 1, 2010, adoption fees shall be \$75.00 and said voucher shall be worth \$50.00.
- (2) No unclaimed dog or cat which is not neutered or spayed shall be released from the Columbus Animal Services Division office without a written agreement from the person adopting the animal that such animal will be sterilized within 30 days from the date of adoption, unless a later date is indicated on the adoption agreement due to the age or health condition of that particular animal. Within 45 days of the adoption or 15 days of the alternative date indicated on the adoption agreement, said owner will file with Columbus Animal Services Division office the signed statement of a licensed veterinarian that the animal in question has been neutered or spayed. Failure of the owner to file such a signed statement will result in a fine of \$100.00 and constitute a presumption that there has been a failure to spay or neuter the adopted dog or cat. Upon such failure to comply with the provisions of this subsection, a citation may be issued under O.C.G.A. § 4-14-3(c) to be prosecuted in environmental court as a misdemeanor by animal enforcement officers pursuant to O.C.G.A. § 4-14-4.
- (c) *Escape, injury or pilfering.* The animal control officers, pound-masters and pound custodians shall exercise every reasonable care to prevent injury, escape or pilfering of any dogs or cats which they deal with in carrying out the provisions of this chapter, but they shall not be responsible for any such occurrence.
- (d) When municipal or county agencies form outside of Muscogee County require the service of euthanasia, it may be provided at a cost of \$10.00 per animal with an additional body disposal fee of \$10.00.
- (e) When euthanasia is requested by a resident of Muscogee County that is an animal owner, it may be provided at a cost of \$10.00 per animal with an additional body disposal fee of \$10.00.

Sec. 5-14. Fee for recovery of impounded animals.

- (a) *Impoundment fee.* In addition to city registration fees and board fees required by this chapter, there shall be an impoundment charge assessed against owners who recover their animals which are impounded under the provisions of this chapter. The impoundment fee shall be in accordance with the following schedule:

First Impoundment	Altered (Spayed/Neutered) \$50.00 ea	Not Altered (Not Spayed/Neutered) \$95.00 ea
Second Impoundment	Altered (spayed/neutered) \$75.00 ea	Not Altered (Not Spayed/Neutered) \$125.00 ea
Each subsequent Impoundment within a two year period	\$100.00 ea	\$125.00 ea

(Subsequent impoundments are levied against the animal owner and not necessarily for the same animal.)

- (b) *Board fee.* In addition to city registration fees and impoundment fees required by this chapter, there shall be a board fee of \$10.00 per day, payable before an impounded animal will be released to the owner.

Sec. 5-15. Private/hobby kennels (noncommercial).

- (a) Any person who maintains within or adjoining his property a combined total of six or more dogs and/or cats over six months of age as personal or family pets, or for recreational use, or for exhibition, breeding, and where sale of offspring is not the primary function shall be required to have a private/hobby kennel permit.
- (b) Private/hobby (noncommercial) permits shall be issued by the Director of Animal Services . Such permits will be valid for one calendar year and shall be valid from January 1 through December 31 of the year in which issued. Permits shall be renewed each year between January 1 and February 28. Applications received after February 28 shall be considered delinquent.
- (c) Locations of private/hobby kennels shall comply with the zoning ordinance of Columbus, and before a private/hobby kennel permit will be issued the applicant must obtain a certificate of occupancy from the code enforcement officer authorizing the private/hobby kennel at the address specified in the application.
- (d) There shall be a \$100.00 inspection and permit fee for each private/hobby kennel permit.
- (e) The Director of the Animal Services Division shall have the authority to revoke private/hobby kennel permits when sanitation standards prescribed by this chapter and other ordinances are not maintained.
- (f) *Kennel permits (pets—nonbreeding):*
 - (1) Such permits issued prior to July 1984 shall be valid until revoked by proper issuing authority or terminated by applicant.
 - (2) Actions upon complaints. Upon receipts of complaints of nuisance (section 5-10(d)) caused by maintaining a pet nonbreeding kennel, the chief of animal control and enforcement division shall have an inspection made of such facilities. After a notice allowing reasonable time to correct the nuisance has been issued to the responsible person, and such notice has failed to produce compliance, the permit for maintaining such kennel may be revoked by the issuing authority.
 - (3) Any person whose kennel permit is revoked must within ten days comply with existing ordinances regarding number of animals maintained and show proof of the manner of humane disposal of all animals over the legal number authorized by current ordinance.
- (g) Appeals of denial or revocation of a permit may be made to the animal control advisory board at the board's next scheduled meeting. Notice of intent to appeal a decision of the Director of the Animal Services division must be made in writing and filed with the administrative officer of the Animal Services division. Final action on a denial and/or revocation of a permit shall be delayed pending a decision of the animal control advisory board. The decision of the advisory board shall be final as to administrative processing of the application or revocation. Denial of a certificate of occupancy by the code enforcement division is not subject to review by the animal control advisory board.

Sec. 5-16. Commercial kennels.

- (a) *Commercial kennel defined.* Section 22-3 of the zoning ordinance of Columbus defines a Commercial Kennel as follows:

"A kennel maintained for the purpose of offering any service whatsoever, including, but not limited to, boarding, grooming, breeding, keeping for sale, selling, trading, training, renting, or leasing for guard purposes any dogs or other animals.

- (b) *Business license required.* It shall be unlawful for any person, business, or kennel (as heretofore defined), regardless of the number of the animals kept, to engage regularly in the sale of cats, dogs, kittens, or

puppies, regardless of the age of the animals, without having a business license which specifically authorizes commercial kennel activities.

- (c) *Certificate of occupancy required.* The business license department shall require a valid and current certificate of occupancy for commercial kennel before such business license is issued.
- (d) *Maintenance of yards and pens.* In addition to the minimum requirements for lot size and structural specifications required by the zoning ordinance and building code of Columbus, yards and pens for dogs shall be in accordance with the standards for such dog yards and pens as required by this chapter.
- (e) *Waste disposal.* Fecal matter and urine from animals shall be disposed of into the city sanitary sewerage system and shall not be allowed to drain or leak into the rainwater sewerage system.
- (f) *Kennel sanitation.* It shall be unlawful to keep or maintain within Columbus, Georgia, any kennel that is unsanitary, nauseous, foul, or offensive, or in any way detrimental to public health and/or safety.
- (g) *Rabies vaccination.* The owner, manager or person in charge of a commercial kennel (as herein defined) shall be responsible for ensuring that all dogs and cats four months of age or over that are on the premises and offered for sale have been vaccinated for rabies. This requirement applies even if the animals are on consignment. The certificate of rabies vaccination and the rabies tag for each such animal shall be available for inspection on request by an animal enforcement officer.
- (h) There shall be a \$100.00 inspection and permit fee for each commercial kennel permit.

Sec. 5-17. Complaints against animal control procedures or personnel.

Any complaints about animal enforcement procedures or personnel should be brought to the animal control advisory board at the regularly scheduled meeting. If the complaint is particularly urgent and concerns allegations of wrongdoing or impropriety against an animal enforcement officer, the complaint should be brought immediately to the chairman of the animal control advisory council. He will refer the case to a panel composed of three members of the animal control advisory board for their deliberation. The panel will function in the same manner as the personnel review board currently functions. A hearing will be held where those presenting the complaint will have ample opportunity to come before the board, explain their complaint and bring whatever witnesses and documentation forward. The Animal Services Division will make available whatever personnel necessary to provide required information. Based on the facts as presented to them, the panel will render a finding in the case, either that the allegations are unsubstantiated or that the allegations are substantiated. If the panel finds the allegations substantiated, then they will recommend appropriate remedial action.

Sec. 5-18. Animal bites; quarantine of animals.

- (a) *Animal bites defined.* The breaking of the skin of a human being by an animal shall be considered a bite case.
- (b) *Reporting procedure.* All bite cases must be reported to the Columbus Department of Public Health. During nonbusiness hours, the report shall be made to the 911 Emergency Center. The bite report should be made as soon as possible, and in no case more than 24 hours after the bite. Animal enforcement officers will assist in making bite reports but the responsibility rests with the owners and the person bitten to ensure that a complete report is made to the Columbus Department of Public Health. Failure to make the bite report as required shall constitute a violation of this chapter. Each day that shall pass after the bite without the animal bite being reported as required, shall constitute an additional violation.
- (c) *Quarantine required:*
 - (1) Any animal which has broken the skin of a human or is suspected of being rabid shall be quarantined for at least ten days, and no such animal shall be released to the owner or humanely euthanized until

the animal has been examined by a veterinarian or the rabies control officer at the expiration of the ten-day period and released from quarantine.

- (2) The animal may be quarantined at the owner's residence at the discretion of the rabies control officer.
- (3) The rabies control officer is authorized to require that the animal be quarantined at the Animal Services Division facility, or the animal owner is authorized to request that the animal be quarantined in a veterinary clinic. In this instance the owner is responsible for all board and veterinary medical costs incurred pursuant to the quarantine.

Sec. 5-19. Guard dogs.

- (a) *General.* Control and identification of guard dogs in the interest of protection of law-abiding citizens from attack from such dogs is of paramount importance.
- (b) *Registration of guard dogs required:*
 - (1) Individuals, firms, companies, or corporations who own, rent, lease, or otherwise provide dogs for the purpose of guarding property or establishments within the city limits of Columbus are required to register each guard dog with the Division of Animal Services. This registration shall be required even if the guard dog(s) are trained or housed outside of Columbus while not actually guarding premises or property.
 - (2) In addition to the requirements for rabies vaccination, section 5-8, and city registration tag, section 5-9, each guard dog residing in or rented, leased, or used for guarding in Columbus shall be required to wear a distinctive red leather collar with a numbered identification tag fastened thereon.
 - (3) The distinctive guard dog collars shall be available at the animal care and control center at a cost of \$50.00.
- (c) *Control of guard dogs.* Guard dogs shall be controlled or confined so that they cannot come into contact with law-abiding citizens who are lawfully using public and private premises.
- (d) *Reporting loose guard dogs.* In the event a guard dog escapes its place of containment and is running loose in public areas or on property other than the owner's, the person employing such dog and the owner of such dog shall immediately report all facts and circumstances, including the collar number of the dog, to the animal services division. After normal business hours the report shall be made to the 911 Emergency Center.

Sec. 5-20. Requirements for community cat colonies and caretakers.

A community cat caretaker is exempt from the responsibilities of an owner under this chapter and shall not be required to meet the requirements of sections 5-15 or 5-16 of this article; however, all community cat colonies must be registered with Columbus Animal Services Division or the designated community cat rescue, and the community cat colony caretaker must comply with all of the following:

- (1) The community cat rescue organization has inspected the area in which the colony will be housed and has approved;
- (2) Regular feeding of the colony will be maintained throughout the year;
- (3) Adult cats and kittens over 12 weeks of age that can be captured will be neutered or spayed and vaccinated against rabies. A three-year vaccine will be administered whenever feasible;
- (4) Every reasonable attempt will be made to have kittens removed from the colony and fostered before they reach the age of 12 weeks for domestication and placement when placement is a possibility;

- (5) Whenever reasonably possible, sick or injured cats will be removed from the colony by the colony caretaker and taken to a licensed veterinarian for evaluation. The decision either to treat or euthanize shall be at the entire discretion of the veterinarian;
- (6) Cats will be ear tipped for recognition as members of a community cat colony;
- (7) Records of sterilization, vaccination and animal identification will be maintained by the community cat rescue for a minimum of three (3) years and made available to the Columbus Animal Services Division or state licensing authorities for review upon request;
- (8) If colonies are established on private property, permission has been given to the community cat rescue or colony caretaker from the owner of the premises upon which the community cat colony is located for the community cat colony to be located on the owner's property; and
- (9) Compliance with the policies and procedures governing the community cat program.

Sec. 5-21. Removal of community cats from colony.

Columbus Animal Services Division has the right to immediately seize and remove all or parts of any community cat colony for public health and public safety concerns including rabies, other zoonotic disease epidemics, and certain fatal animal to animal diseases as identified by the Division's veterinarian or the state veterinarian.

Sec. 5-22. Unlawful interference with identified community cat colony.

Except as provided in section 5-21 of this article, it is unlawful for any person knowingly to prevent, interfere with, or obstruct the management of an identified community cat colony. However, nothing herein shall prohibit a property owner from taking lawful steps to control or restrict community cats within the limits of the owner's property.

Sec. 5-23. Disposition of community cats—Generally.

Columbus Animal Services Division may impound feral cats which are not identified as community cats by ear tipping and place those cats for adoption or make such other humane disposition of the animal in accordance with this chapter; however where feasible, the cat may be vaccinated, neutered and ear tipped and released to the community cat rescue which will place the cat in a community cat colony, or placed with an individual who is willing to be identified as responsible for that cat's welfare.

Secs. 5-24—5-29. Reserved.

ARTICLE III. HOOFED ANIMALS

Sec. 5-30. Compliance with Code required.

It shall be unlawful for any person to keep within the corporate limits of the City of Columbus, any hoofed animal, except in compliance with the provisions of this chapter of the Code of Ordinances, and the zoning ordinance.

Sec. 5-31. Restrictions on keeping certain hoofed animals.

- (a) Keeping of hogs and cows is permitted only in the rural areas of Columbus which are specifically designated and zoned A-1 (agriculture) in the zoning atlas of Columbus in accordance with Chapter 22 of the Columbus Code, entitled "The Zoning Ordinance."
- (b) In addition to the restrictions established by the zoning ordinance as to location, it shall be unlawful to maintain or keep a hog closer than 900 feet of any private residence, other than that of the owner, or public building.
- (c) In addition to restrictions established by the zoning ordinance as to yard or pen location, it shall be unlawful to maintain or keep a cow closer than 500 feet of any private residence, other than that of the owner, or any public building.

Sec. 5-32. Transporting through city.

The preceding section hereof is not to apply where such animals are being carried through the city for bona fide sale or transportation or for slaughter, and only temporarily kept in the city.

Sec. 5-33. Running unattended.

It shall be unlawful for any person to allow any horses, mules, jacks, cattle, hogs, goats or sheep to run unattended on public property or private property other than the property of its owner.

Sec. 5-34. Cleanliness of pens.

Any place, including yards, pens, enclosures, lots or premises within the City of Columbus at which fowl or animals are kept shall be maintained in a clean condition free of obnoxious odors and fly-breeding media or attraction. For the purposes of this article, the definition of "animals" shall include dogs and rabbits as well as any other animals kept for any reason whatsoever.

Sec. 5-35. Stable requirements.

All hoofed animals kept within the City of Columbus shall be kept in a stable which meets the following requirements:

- (1) The stables shall be not less than 50 feet from the owner's dwelling and not less than 150 feet from any other residence; however, the distance requirements to other residences may be waived in writing by adjoining property owners whose residences are within 150 feet of stables, but in no event may the distance be less than 75 feet. A change in ownership shall not affect the right to continue to maintain a stable without consent of the new adjoining owners.
- (2) The stable shall be screened and fly-proofed to minimize contamination from flies and other insects.
- (3) The stable shall be floored with packed clay or other durable material covered with suitable disposable materials to allow removal of droppings and urine.
- (4) The stable area shall be well drained, dry, and reasonably odor-free.
- (5) The disposable waste products from the stable shall be removed in covered containers, temporary storage of waste shall be limited to seven days' accumulation, and the storage area shall be vermin-proofed and established at a distance from residence equal to or greater than that prescribed for the stable.

- (6) Exercise areas, riding rings, and areas surrounding the stable shall be free of animal droppings and maintained under sanitary conditions which preclude accumulation of wastes which produce offensive odors.
- (7) The stable areas shall be fenced with either a high single fence or double fence which prevents the animal from cropping foliage or grasses beyond the owner's boundaries.
- (8) Animal food, grain, or grain products, except hay or other forage shall be kept in covered metal containers under vermin-free conditions.

Sec. 5-36. Vans and trailers.

The maintenance and parking of vans and animal trailers shall be limited to off-street areas in a manner which shall not detract from the general appearance of the neighborhood.

Sec. 5-37. Inspection by health department.

Health authorities shall have the right to inspect the premises on which animals are stabled at all times, and should it be found that animals are not kept in compliance with the provisions of this chapter, or are a health and sanitation hazard, the health officers shall have the authority to order the animals removed from the city.

Secs. 5-38, 5-39. Reserved.

ARTICLE IV. POISONOUS SNAKES

Sec. 5-40. Keeping in city limits.

- (a) *Distance from residences.* Possession of live poisonous snakes within 300 feet of a residence is prohibited.
- (b) *Exception.* It shall be unlawful to possess live poisonous snakes within 300 feet of a residence within Columbus, Georgia, except by public institutions for research or education.

ARTICLE V. WILD BIRDS

Sec. 5-41. Protection.

- (a) *City designated bird sanctuary.* The entire area embraced within the corporate limits of the City of Columbus is hereby designated as a bird sanctuary.
- (b) *Signs.* Appropriate signs are hereby authorized to be erected designating the City of Columbus as a bird sanctuary.
- (c) *Trapping, etc., unlawful.* It shall be unlawful to trap, shoot, hunt, or attempt to shoot or molest in any manner any bird or wild fowl or to rob bird's nests, except that shooting of game birds may be allowed during hunting seasons in accordance with regulations of the Game and Fish Division of the Georgia Department of Natural Resources.
- (d) *Destruction of nuisance species.* In the event any species of bird is found to be a nuisance in the opinion of the Columbus Department of Public Health, then said species of bird may be destroyed in such manner as is deemed advisable by the Columbus Department of Public Health under the supervision of the police department of the City of Columbus.

Sec. 5-42. Keeping of fowl.

- (a) *When permitted.* The keeping of fowl shall be allowed as an accessory use on any lot two acres or more in size. The keeping of such domestic fowl shall be in accordance with the following:
- (1) The number of domestic fowl kept on a given lot shall not exceed the ratio of one bird unit per one acre, with a bird unit identified as follows:
 - 32 chickens equals one bird unit.
 - 16 ducks equals one bird unit.
 - 8 turkeys equals one bird unit.
 - 8 geese equals one bird unit.
 - (2) When determining the number of domestic fowl permitted, only fowl six weeks or older in age shall be counted.
- (b) *Compliance with zoning ordinance.* The keeping of racing, homing or exhibition (fancy) pigeons shall be allowed as an accessory use of a residential lot only in accordance with the "minimum requirements" set forth in the zoning ordinance and the distance from adjacent dwelling requirement established by paragraph (c)(3) of section 5-42.
- (c) *Location of accessory structures.* All accessory structures associated with the keeping or housing of animals shall be located in accordance with the provisions stated as follows:
- (1) Barns or other structures used in connection with agriculture, to include structures for the keeping, confining or sheltering of any poultry as defined in subsection (a)(1) above, shall be located no closer than 100 feet to any lot line. In no instance shall such structures be used for retail sales, except as permitted under the business license section of this Code.
 - (2) Barns or other structures used for the confining or sheltering of domestic fowl not in connection with agriculture shall be no closer than 50 feet to any lot line.
 - (3) Cages, lofts, pens and other structures which are used for the keeping of homing, racing or exhibition (fancy) pigeons shall be located no closer than 150 feet from the nearest part of a house occupied by a person other than the keeper of the birds.
- (d) *Fowl commonly excepted.* Subject to the provisions of paragraph (f) of this section, exotic chickens, ducks and geese six weeks old, birds such as canaries, parakeets, doves, and parrots or other exotic birds normally kept as pets or primarily for hobby purposes shall not be subject to the remaining provisions of this section.
- (e) *Businesses excluded.* Retail stores properly licensed under other provisions of this Code which maintain exotic chickens, ducks and geese six weeks of age, canaries, parakeets, doves, parrots, and other exotic birds for the purpose of retail sales from inventory, and other properly licensed poultry related industries other than retail sales to pet owners shall not be subject to the provisions of this section, except for paragraph (f).
- (f) *Noise and odors.* Notwithstanding any of the provisions contained herein, at no time shall an owner of domestic fowl place a structure or keep domestic fowl in any fashion which would cause emission of noise or odor detrimental to other property or individuals residing thereon in the area. Further, it shall be unlawful to allow domestic fowl or other exotic fowl or birds to run on public property or private property other than the property of its owner.
- (g) *Notice of violation.* Any owner of birds or fowl in Columbus, or any owner of property used for the keeping of birds or fowl in the city, shall be notified in writing of any violation of this section by the Division of Animal Services or the health department, and shall be given 30 days to correct stated violation. If after 30 days from the date of the notice, the owner of the birds or fowl or the property owner or occupant of the

premises where the birds or fowl reside fails to comply with the provisions of this section, a citation to appear in the recorder's court may be issued to such person.

Chapter 5 ANIMALS AND FOWL¹

ARTICLE I. IN GENERAL

Sec. 5-1. Title.

This chapter shall be known and may be cited as the Animal Control and Enforcement Ordinance of Columbus, Georgia.

Sec. 5-2. Authority and enforcement, generally.

- (a) *Statutory authority.* The general authority for this chapter is O.C.G.A Title 4, chapters 8 and 11 as amended, which require governing authorities of each county and municipality to regulate dangerous and vicious dogs and license certain animals in the interest of rabies control.
- (b) *Animal control and enforcement division.* Ordinance No. 84-62, adopted by the Council of Columbus on June 21, 1984, established the animal control and enforcement division as an "enterprise activity" under the operational control of the Director of Public Services of the Consolidated Government of Columbus. On November __, 2021, Council approved the award of a contract which will delegate the responsibility for all animal control activities to a private nonprofit vendor which will provide all animal Control services previously provided by the animal control and enforcement provision. Council may from time to time designate the entity responsible for providing the enforcement and services officers with the primary responsibility for enforcing this Chapter. The entity so designated by Council to provide animal control services for the consolidated government, whether a division of the consolidated government or a non-profit private entity ,shall be referred to as the Animal Services Division throughout this ordinance and the chief executive of that division shall be referred to as the Animal Services Director throughout this Ordinance. The Director of Public Works shall serve as the contract administrator for the consolidated government for any agreement for the provision of animal control or enforcement services.
- (c) *Enforcement.* The Animal Services Director and the duly sworn animal control officers employed by the Animal Services Division are hereby charged with primary responsibility and are hereby empowered with the authority to enforce all provisions of this chapter

Sec. 5-2.1. Training for enforcement officers.

All animal enforcement officers assigned to duties under this chapter shall undergo a period of training in which they shall familiarize themselves with the provisions of this chapter and the fundamental requirements of such constitutional protections as probable cause in order to ensure that the rights of private citizens shall be guaranteed during the enforcement of this chapter. Any animal enforcement officers hired and trained by the Animal Services Division will be sworn by the Chief of Police or his designee in accordance with Columbus Code

Section 17-60(b) after the completion of a background check by the Columbus Police Department and the receipt of proof that the officer-candidate has completed all required training.

Sec. 5-3. Animal control advisory board.

- (a) *Established.* An animal control advisory board is hereby established to be effective October 16, 1984.
- (b) *Mission.* The animal control advisory board shall monitor the operation of the Animal Services Division and render such guidance and assistance as is deemed appropriate in order to "encourage responsible pet ownership." Proposals and recommendations shall normally be presented during the periodic board meetings. Matters that need immediate attention should be referred to the Animal Services Director.
- (c) *Composition of board.* The board shall have nine voting members and one nonvoting member to be appointed as follows:
 - (1) Two licensed veterinarians practicing in Columbus who are participating in the "one-stop pet registration-rabies vaccination program" shall serve as voting members. The board members are to be selected by the local veterinary association as a representative of the association, and the selections shall be confirmed by the Columbus Council. Notwithstanding the provisions of Columbus Code Section 2-3.02, the veterinarians need not be a resident of Columbus provided that they have a practice at an office located within Columbus and have all required State of Georgia and Columbus professional and business licenses. The veterinarians shall be appointed for two-year terms, except the initial appointments when one veterinarian shall be appointed to a one-year term and one veterinarian shall be appointed to serve a two-year term. The veterinarian appointees shall be eligible to succeed themselves.
 - (2) A designated representative of PAWS Columbus, Inc. confirmed by the Columbus Council shall serve as an ex-officio non-voting member. The PAWS Columbus Board Member shall be appointed to serve a two-year term, and may only serve two terms consecutively.
 - (3) A representative of an animal rescue operating a licensed shelter in Muscogee County shall serve as a voting member. The appointment shall be recommended by the animal rescue and then nominated and confirmed by the Columbus Council. The animal rescue board member shall be appointed to serve a two-year term, and may only serve two terms consecutively.
 - (4) Five citizens to be selected by the Columbus Council shall serve as voting members. The citizen members shall be appointed to serve two-year terms, except for the initial appointments upon adoption of this chapter, one citizen shall be appointed to a one-year term and one citizen shall be appointed to a two-year term. The citizen board members may only serve two terms consecutively.
 - (5) An employee of the Environmental Health Division, Columbus Department of Public Health shall serve as a nonvoting member of the board. The board member is to be appointed by the county board of health and confirmed by the Columbus Council.
 - (6) The director of public works or a designee on his staff shall be a voting ex-officio member of the board.
 - (7) The Animal Services Director shall be a nonvoting ex-officio member of the board.
 - (8) The Animal Services Director shall designate an administrative officer of the Animal Services Division shall designate a staff member to serve as the recording secretary and provide other clerical and logistical support to the board.
- (d) *Schedule of board meetings.* The board shall meet at a time and place designated by the board chairman. The chairman is authorized to adjust the schedule, except that the board is required to meet at least semiannually.

- (e) In any event, any member shall abstain from voting upon any issues which touch or bear upon matters in which the member has a pecuniary interest, either proprietorship, salary, or otherwise. In any matter called for a vote in which any member abstains, a failure to win a majority shall constitute a defeat of that issue.

Sec. 5-4. Funding.

- (a) All funds generated pursuant to enforcement of this chapter, by the designated Animal Services Division such as sale of animal permits, penalties and impoundment fees, and penalties from court fines shall be remitted to the city treasurer to be credited to the general fund.
- (b) The Animal Services Director shall prepare an annual proposed budget in accordance with policies and procedures of the Finance Department of the Consolidated Government . The proposed budget shall be reviewed by the animal control advisory board and submitted to the director of the department of public works who will forward the budget with his or her recommendations through the budget officer to the mayor.

Sec. 5-5. Definitions.

Except as specifically defined in this section, all words in this chapter have their customary dictionary definitions. For the purpose of this chapter, certain terms and words used herein are defined as follows:

Words used in the present tense include future tense.

Words used in the singular include the plural, and words used in the plural include the singular.

The words "shall, will and required" always mean mandatory.

The word "person" includes a firm, association, organization, trust, company, or corporation as well as an individual.

- (1) *Owner* shall mean any natural person or legal entity including, but not limited to, a corporation, partnership, firm or trust owning or having an interest in, permanently harboring or keeping, or having long-term custody or control of a dog or cat, or the head of household who has furnished or permitted a member of that household to so harbor, keep or have long-term custody of a dog or cat. Kennel keepers, veterinarians, professional groomers, pet shop owners, or similar entrepreneurs who keep dogs or cats as inventory or professionally render services thereto are not considered owners within the scope of this article if acting in such a capacity. Community cat colony caretakers, as defined in paragraph (25), shall not be considered owners for the purposes of this chapter.
- (2) *Private/hobby kennel*. A lot, establishment, residence, or premise or portion thereof where six or more dogs and/or cats combined total, over six months of age, are boarded or kept for any purpose whatsoever, including as personal or family pets, for recreational use, for exhibition and where breeding and sale of offspring is not the primary function. Veterinary hospitals or clinics are exempted.
- (3) *Commercial kennel*. A kennel, or retail or wholesale activity, maintained for the purpose of offering any service whatsoever, including but not limited to boarding, grooming, breeding, keeping for sale, selling, trading, training, renting, or leasing for guard purposes any dogs or other animals. Veterinary hospitals or clinics are excluded.
- (4) *Fences* shall mean a fenced enclosure constructed with sufficient height, strength, and secure closing devices to adequately secure the dog or dogs being contained therein.
- (5) *He/him* shall mean masculine or feminine and singular or plural.
- (6) *Dangerous dog* shall mean any dog defined as dangerous by O.C.G.A § 5-8-21(a)(2).

- (7) *Vicious dog* shall mean any dog defined as vicious by the O.C.G.A § 5-8-21(a)(6).
- (8) *Proper enclosure* shall mean an enclosure for keeping a dangerous or potentially dangerous dog or cat, while on the owner's property, securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog [or cat] from escaping. Any such pen or structure shall have secure sides and a secure top, and, if the animal is enclosed within a fence, all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the animal's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the animal.
- (9) *One-stop rabies vaccination—Pet registration* shall mean the chief of the animal control and enforcement division may authorize any veterinarian or veterinary clinic licensed to practice veterinary medicine in Columbus, Georgia, to act as an agent and issue animal registration permits.
- (10) *Annual pet registration* shall mean the registration is valid from January 1 through December 31 of the year in which issued.
- (11) *Anniversary registration* shall mean a pet registration period in concurrence with the term of the rabies vaccination. (A new registration permit is required on or before the expiration date of the rabies vaccination.)
- (12) *Three-year registration* shall mean when a three-year rabies vaccination is given to an animal a three-year registration permit is authorized upon payment of the three-year permit fee and such permit shall expire on the expiration of the rabies vaccination.
- (13) *Responsible pet ownership* shall mean:
- (a) Care of a pet in such a manner as to provide humane living conditions for the pet;
 - (b) Control of the pet so that the pet does not cause a nuisance or unsanitary conditions for the neighborhood or community;
 - (c) Such a pet would have current rabies and city registration tags.
- (14) *Unattended* shall mean any dog on the owner's property and not confined thereto by fence, chain, or other suitable and effective means, and when no responsible person is available to control such dog if said dog has been observed on public property or private property other than property of the owner, and not in voice control of a responsible person, by an enforcement officer at Columbus, Georgia, or by a complaint willing to testify in court.
- (15) *Probable cause* shall mean that prior to going onto private property, animal control enforcement officers must have knowledge of facts or circumstances that would make a prudent or reasonable person believe that a violation of this chapter has occurred or is occurring.
- (16) *Birds* shall mean any animal belonging to a class of warm-blooded vertebrates with wings and feathers.
- (17) *Fowl* shall mean domestic poultry which are normally propagated and fattened for the table or for their eggs, feathers, etc., such as chickens, turkeys, ducks, geese, and guinea fowls.
- (18) *Severe injury* shall mean any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery, or a physical injury that results in death.
- (19) *Dog control officer* shall mean the senior animal control officer who is designated to fulfill the duties as outlined in this chapter.
- (20) *Tethering* shall mean the act of fastening or restraining a dog outside of the presence of its owner or caregiver by a mechanism appropriate to the circumstances and set forth in this chapter.

- (21) *Caretaker* shall mean any person entrusted with the short- term responsibility for a domesticated animal. If an owner gives short term responsibility for an animal to a minor, the owner remains responsible for any liability in connection with the animal.
- (22) *Feral cat* means a cat, regardless of sex or age, lacking owner identification, free-roaming, and appearing unsocialized.
- (23) *Community cat* means a feral cat that has been trapped, sterilized, vaccinated, and ear tipped.
- (24) *Ear tipping* means straight-line cutting of the tip of the left ear of a cat while the cat is appropriately anesthetized. A cat that has been ear tipped is presumed to be sterile, vaccinated against rabies, and a community cat.
- (25) *Community cat rescue* means a non-profit rescue organization licensed in accordance with the laws of Georgia which has been designated by Animal Services Division as the organization(s) responsible for administering and keeping all required records for the community cat program.
- (26) *Community cat colony* means an identified group consisting of more than five feral cats that have been or will be neutered or spayed, vaccinated, ear tipped and released back into the area from which they were taken.
- (27) *Community cat colony caretaker* means a person who has identified his or herself to the Animal Services Division or its designated community cat rescue and has identified a community cat colony for which he or she is willing to provide sustenance, water and care for that community cat colony.
- (28) *Community cat program* means a collaborative program involving Columbus Animal Services Division and such community cat rescues as they may designate, wherein feral cats are trapped, neutered, vaccinated and ear-tipped to become community cats to be managed and provided for in accordance with the guidelines set forth in Code Sections 5-20 through 5-23 below in accordance with policies and procedures developed by the Columbus Animal Services Division Director with approval of the contract administrator.

Sec. 5-6. Enforcement.

- (a) The penalty for violation of any section, paragraph or provision of this chapter shall be in accordance with section 1-8 of the Columbus Code of Ordinances. Each day any violation of any provision of this chapter continues shall constitute a separate offense.
- (b) The Columbus Health Department, the Columbus Police Department, and the business license department are authorized and directed to cooperate in the enforcement of provisions of this chapter appropriately requiring action and investigation by their respective departments.
- (c) Animal enforcement officers, officers of the Columbus Police Department, officials of the business license department, and other law enforcement officers shall investigate violations of this chapter and shall secure all evidence and issue summons to defendants and witnesses for appearance in recorders' court in order that the recorders' court judge may be furnished with all essential and available facts upon trial of offenses under this chapter.
- (d) It shall be unlawful to resist, interfere with, hinder or molest any officer or agent of the Columbus Animal Services Division or any other persons charged with enforcement of any provision of this chapter.
- (e) It shall be unlawful to attempt to release any animal captured or impounded pursuant to the provisions of this chapter. Tampering with traps or other capture devices utilized by the animal enforcement officers is prohibited.

- (f) It shall be unlawful to attempt to bribe, coerce, or otherwise influence an animal enforcement officer who is investigating an alleged violation of the provisions of this chapter. Officers subject to such attempts to influence their lawful investigations shall secure all evidence and issue summons to defendants and witness for appearance in recorders' court in order that the judge of recorders' court may rule on the case as provided for in the Columbus Code of Ordinances.
- (g) Prior to going onto private property, animal enforcement officers must have knowledge of facts or circumstances that would make a prudent or reasonable person believe that a violation of this chapter has occurred or is occurring. The authority vested in an animal enforcement officer shall not be construed to provide said enforcement officer with the authority to enter a private building or dwelling house for any reason, unless permission is given by said owner of said property. Under no circumstances will the authority vested in an animal enforcement officer include the right of said enforcement officer to infringe on the rights and liberties of any citizen or to carry out any action contrary to any provision of the Constitution of the United States or the Constitution of the State of Georgia.
- (h) Authority to shoot animals: In the event any animal subject to being impounded pursuant to the provisions of this chapter cannot be captured without actual danger to the officer, or public, designated officers of the Columbus Animal Services enforcement division, any vendors serving under a contract with the consolidated government to eradicate dangerous wildlife or the police department of Columbus, Georgia, are authorized to shoot such an animal when shooting can be done without endangering persons or property. In such cases that may necessitate shooting an animal suspected of having rabies, the person shooting the animal shall avoid damage to the head of the animal so as not to interfere with laboratory examination of the brain to determine rabies infection.
- (i) Killing of animals prohibited: No person shall kill or cause to be killed any animal suspected of being rabid or any animal that has bitten a human, except as herein provided, nor shall any person remove such animals from Columbus, Georgia, without permission of the director of Columbus Department of Public Health or his authorized agent.

ARTICLE II. DOMESTICATED ANIMALS

Sec. 5-7. Owner responsibility.

The owner (as defined by section 5-5) shall be held responsible for the actions of all domesticated animals under his or her ownership, custody, supervision, or control.

Sec. 5-7.1. Outdoor facilities.

An owner or caretaker of a dog who allows the dog to spend more than eight hours in a 24-hour period outside must provide the dog an outdoor facility that meets the following specifications:

- (a) Outdoor facilities for dogs shall include one or more shelters that are accessible to each dog and one or more separate outside areas of shade that is large enough to contain all the dogs at one time to protect them from the direct rays of the sun. Outdoor facilities shall be kept neat and free of clutter, including equipment, furniture and stored materials as well as accumulated trash, waste, junk, weeds and other discarded materials.
- (b) Outdoor shelters shall comply with the following:
 - (1) Include a roof, four sides and a floor;
 - (2) Be of sufficient size to allow each dog in the outdoor facility to sit, stand, lie in the fully stretched position, and to turn about freely;

- (3) Provide an environment that will protect from the elements when the ambient temperature is below 50 degrees Fahrenheit or below ten degrees Celsius;
 - (4) Be constructed of materials that are impervious to moisture and easily cleaned and sanitized;
 - (5) Be structurally sound and kept in good repair, with no missing boards, jagged edges or excessive rust;
 - (6) Be cleaned weekly on all hard surfaces with which the dogs come into contact;
 - (7) Be free of accumulated trash, waste, junk, weeds and other discarded materials; and
 - (8) Crates or barrels are not acceptable outdoor shelters, and carports are not acceptable as the sole means of shelter available to the dog.
- (c) All outdoor areas to which a dog has access shall be kept clean and free of fecal matter and all other trash and waste.

Sec. 5-7.2. Restraint.

- (a) It shall be unlawful for any owner or possessor of any dog to fail to keep the dog under restraint or control as provided for in this section.
- (b) A dog is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the dog from leaving the real property limits of its owner, possessor, or custodian, and to ensure that:
 - (1) It is securely and humanely enclosed within a house, building, fence, pen, or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition. If a canine pulley system is being used, the animal must stay within the owner's property line and not have the ability to get caught up or hung due to the location of other tangible materials that could hinder the animal(s) from freely moving within the confines of the system;
 - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on all entry points or identified entry points of the property indicating that the system is in place;
 - (3) It is housed on a lot zoned R-5 or R-10 of at least five acres in size and remains within the confines of its owners property in accordance with the provisions of 5-10(a); or
 - (4) It is on a leash and under the control of its owner or caregiver, or it is off leash and obedient to and under voice command of an owner or caregiver who is in the immediate proximity of the dog any time it is not restrained as provided for in subsection (1) or (2) above while on the owner's property.
- (c) It shall be unlawful to tether an animal outdoors, except when all of the following conditions are met:
 - (1) No animal shall be tethered and left unattended for more than 12 consecutive hours in a 24-hour period. However, for up to the 12-hour maximum an animal may be on an approved tethering system as outlined in this section;
 - (2) No animal shall be tethered except on a three-point pulley system;
 - (3) Only one animal may be attached to each tethering system;
 - (4) Any tethering device used to tether an animal shall not allow the animal to cross over the owner's property line;

- (5) Tethers must be made of commercial approved leash or tethering material which cannot be chewed by the animal and shall not weigh more than five percent of the body weight of the animal; ropes and chains are not considered appropriate tethering material;
- (6) The tether must be at least five times the body length of the dog and mounted no more than seven feet above the ground level;
- (7) The length of the tether from the running cable line or pulley system to the animal's harness should allow access to the maximum available exercise area allow the animal free access to food, water, and shelter;
- (8) The animal must be attached to the tether by a properly fitted harness or collar with enough room between the collar and the animal's throat through which two fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal;
- (9) The tethering system must be a sufficient distance from any other objects or animals to prohibit the tangling of the cable, to prohibit the cable from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal from having access to the fence;
- (10) The animal is not tethered outside during periods of local extreme weather which shall include but not be limited to an excessive heat warnings issued by the National Weather Service, temperatures at or below 32 degrees Fahrenheit (0 degrees Celsius), thunderstorms, tornados, tropical storms, or hurricanes;
- (11) The animal is at least six months of age;
- (12) The animal is not sick or injured; and
- (13) Animals transported in the rear of open vehicles shall be placed on a tether anchored securely and of appropriate length to prevent the animal from jumping off or being thrown from a vehicle.

Sec. 5-8. Rabies vaccination.

- (a) *Responsibility.* The owner or person having custody or control of any dog or cat four months of age or older shall be responsible for having each dog or cat vaccinated for rabies by a licensed veterinarian. Dogs and cats shall be revaccinated within ten days of the "rabies expiration date" recorded on the certificate of rabies vaccination issued for the animal. Three-year rabies vaccinations are authorized and encouraged.
- (b) *Certificate of rabies vaccination.* The veterinarian administering rabies vaccinations set forth in this chapter shall execute a certificate of rabies vaccination which has been approved by the Georgia Department of Human Resources and furnished to the veterinarian by the Animal Services Division. No other rabies vaccination certificates are authorized for use for dogs and cats that are residents of Columbus, Georgia. The certificate of rabies vaccination shall be executed in accordance with administrative instructions issued by the Director of Animal Services There shall be three copies of the certificate. The original copy shall be given to the owner of the animal; the second copy shall be forwarded to the Animal Services Division within 15 days of vaccinating the animal; and the third copy shall be retained by the veterinarian.
- (c) *Out-of-state certificates of rabies vaccinations recognized.* The valid certificates of rabies vaccination issued by licensed veterinarians of any of the 50 states will be accepted as evidence of vaccinations which is prerequisite to registration of the dog or cat with the Columbus Animal Services Division. In these cases the owner of a dog or cat is required to register the pet at the animal services division's main office.
- (d) *Records.* In addition to maintaining a computerized data file of rabies vaccinations and pet registrations, the Animal Services Division shall maintain an orderly indexed file of certificates of rabies vaccination for three years.

(e) *Rabies vaccination tag:*

- (1) The term "rabies vaccination tag" shall mean a tag approved by the Georgia Department of Human Resources and furnished to each veterinarian or veterinary clinic by the Columbus Animal Services Division.
- (2) Concurrent with the issuance of the certificate of rabies vaccination, the person authorized to issue the certificate shall also furnish to the owner of the vaccinated dog or cat the serially numbered rabies vaccination tag described above. The serial number of the tag shall be entered in the appropriate space of the corresponding certificate of rabies vaccination.

(f) *Requirement to display rabies vaccination tag:*

- (1) *Dogs.* The rabies vaccination tag issued for a dog shall be attached to a collar or harness and worn by the dog at all times, except under the special circumstances listed below:

Exceptions authorized. Exceptions are authorized as follows, however, the owner shall be required to produce evidence of the rabies vaccination upon the request of an animal enforcement officer:

- a. A dog, while within the confines of the walls of the owner's house or apartment, is exempted from wearing the rabies tag.
 - b. Hunting or stock dogs and show dogs while being worked, conditioned, groomed and/or shown under the direct supervision and control of their owner, agents or employees of the owner are exempted from wearing the rabies tag. The rabies certificate must be available at the site of such activity for inspection on the request of an animal enforcement officer.
 - c. A dog, which for medical or physical reasons is unable to wear a collar or harness, is exempted from wearing the rabies tag. Documentation from a licensed veterinarian must be presented as proof for this exemption.
- (2) *Cats.* The wearing of rabies tags by cats shall be left to the discretion of the owners. If tags are not worn, evidence of vaccination must be produced upon the request of an animal enforcement officer.

Sec. 5-9. Registration of dogs and cats.

- (A) *Registration required.* In addition to the requirement for rabies vaccination, owners of dogs and cats four months of age and older are required to register each such dog and/or cat with the Animal Services Division. The dog and/or cat must be vaccinated for rabies before registration is authorized and valid certificate of rabies vaccination must be presented before a dog or cat may be registered, except in the following specially exempted circumstances. A dog or cat may be registered without the required rabies vaccination when:

- (1) A licensed veterinarian has examined the animal and certified that at the time of registration such vaccination would endanger the animal's health because of age, infirmity, debility, illness, or pregnancy. The exemption certificate must include the date when a rabies vaccination can be administered.
- (2) The owner shall be required to have the exempted dog or cat vaccinated within ten days of the expiration date of the veterinarian's certificate.
- (3) Veterinarians issuing exemption certificates are authorized to charge the pet owner a medical examination fee.
- (4) Veterinarians registering animals under the provision of this exemption authorization shall attach a copy of the certificate to the animal registration form which shall be forwarded to the animal services division in accordance with administrative instructions issued by the animal services division. The owner of the animal will be provided with a copy of the certificate of exemption and the owner will be required to present the certificate for inspection on request of an animal control officer.

- (B) *To be worn.* The dog shall wear the city registration tag as required by this ordinance and when a dog is vaccinated after expiration of the exemption certificate, the rabies vaccination tag shall also be worn as required by this ordinance.
- (C) *One-year and three-year registration:*
- (1) One-year permits are valid from the date of registration and expire on the date of expiration of the one-year rabies vaccination pursuant to subsection (F) below.
 - (2) Three-year permits may be issued only in conjunction with a three-year rabies vaccination. The three-year permit shall be valid from the date of registration and expire on the date of expiration of the three-year rabies vaccination.
- (D) *Certificate of registration.* The certificate of rabies vaccination, when authenticated by the addition of the city registration tag number issued to a particular animal, shall serve the dual purpose of "certificate of rabies vaccination" and "animal registration."
- (E) *Requirement to display animal registration tag:*
- (1) *Dogs.* The animal registration tag issued for each dog shall be attached to a collar or harness and worn by the dog at all times, except under the special circumstances listed below:

Exceptions authorized. Exceptions are authorized as follows; however, the owner shall be required to produce evidence of the registration upon the request of an animal enforcement officer:
 - a. A dog, while within the confines of the walls of the owner's house or apartment, is exempted from wearing the registration tag.
 - b. Hunting or stock dogs and show dogs and cats, while being worked, conditioned, groomed and/or shown under the direct supervision and control of their owner, or agents or employees of the owner are exempted from wearing the animal registration tag while engaged in the exempted activity. The animal registration tag must be available at the site of such activity for inspection on request by an animal enforcement officer.
 - c. A dog, which for medical or physical reasons is unable to wear a collar or harness, is exempted from wearing the registration tag. Documentation from a licensed veterinarian must be presented as proof for this exemption.
 - (2) *Cats.* The wearing of registration tags by cats shall be left to the discretion of the owners. If tags are not worn, evidence of registration must be produced upon the request of an animal enforcement officer.
- (F) *Registration issuance; permit term, expiration; delinquent registration.* One-year registration will be issued in conjunction with the rabies certificate. The one-year permit shall be valid from the date of registration and shall expire on the date of expiration of the one-year rabies vaccination. The permit must be purchased within 15 days of the rabies vaccination date or it will be considered delinquent.
- (1) *New residents.* Upon presentation of a valid rabies vaccination certificate with six months or less remaining before vaccination due date, a new resident may purchase a permit for one-half the regular registration fee.
 - (2) *Exceptions to delinquent registration.* When the following specific circumstances exist, a registration shall not be considered delinquent:
 - a. A new resident of the city who is registering a pet for the first time in Columbus and has a valid current certificate of rabies vaccination and/or a valid current animal registration from another city, county, or state. The new resident must register the pet within 30 days of establishing residency.

- b. Any newly purchased or acquired dog or cat which is registered within 15 days of the date purchased or acquired. Documentation showing the date of purchase or acquisition and a description of the animal must be presented at the time of registration to be eligible for this exemption.
- (G) *Registration fees.* All dogs and cats four months of age or older must be registered. Effective July 1, 2014, the registration fees shall be as follows:
- (1) *Altered dogs and cats.* All dogs and cats which have been altered (spayed/neutered); or are less than nine months of age; or have a medical problem (certified by a licensed veterinarian) which would preclude surgery for a year or longer. A copy of the record from a licensed veterinarian certifying the animal has been spayed/neutered and a valid certificate of rabies vaccination must be presented at the time of the registration.
 - a. One-year registration\$ 10.00
 - b. Three-year registration\$ 30.00
 - (2) *Non-altered dogs and cats.* All non-altered (spayed/neutered) dogs and cats nine months of age or older; or without a veterinarian-certified medical exemption:
 - a. One-year registration\$ 40.00
 - b. Three-year registration\$ 120.00
 - (3) *Free registration authorized.* Free city registration is hereby authorized and free registration tags may be issued for dogs trained specifically to assist a person with disability when such dog is actually being used by a disabled person as an aid for that disability. A valid certificate of rabies vaccination must be presented along with the application for a free registration.
- (H) *Registration procedures; one-stop rabies vaccination—Pet registration:*
- (1) *Agents.* The Director of Animal Services division may authorize any veterinarian or veterinary clinic licensed to practice veterinary medicine in Columbus, Georgia, to act as agent and issue animal registration permits. The agents so designated shall comply with all provisions of this chapter and administrative instructions of the animal control and enforcement division. A veterinarian or veterinary clinic authorized to issue permits may collect a handling charge of up to \$5.00 from the animal owner for each registered permit issued.
 - (2) *List.* The Animal Services Division will maintain a list of veterinarians participating in the "one-stop rabies vaccination—pet registration" program and shall disseminate the list to the public.
 - (3) *Other pet registration locations authorized.* Dogs and cats may be registered at the main office of the Animal Services Division. A current certificate of rabies vaccination must be presented before registration
 - (4) *Registration by mail authorized.* Application forms for registration by mail will be available at the Animal Services Division office and will be made available to each veterinarian licensed and practicing in Columbus.
 - (5) *Replacement of lost rabies tag or city registration tag.* Replacement of lost rabies tags or city registration tags is hereby authorized. Application for replacements shall be made at the main office of the Animal Services Division, and a fee of \$2.00 for each replacement tag is hereby authorized.
 - (6) *Notice of change of ownership required.* Registered dogs and cats sold, adopted, traded, or otherwise released to new owners, persons, kennels, or any other businesses or shelters shall be reported by such new owner to the Animal Services Division's main office within ten days of such sale or release.

Sec. 5-10. Control of domestic animals.

(a) *[Generally.]*

- (1) Irrespective of and/or in addition to impoundment provisions, including assessment of penalty fees relating to impoundment of animals as prescribed in other sections of this chapter, it shall be unlawful for owners of dogs to allow, permit, or by negligence to permit, their dogs to be unattended. Any dog on the owner's property and not confined thereto by fence, or other suitable and effective means, and when no responsible person is present to control such dog, shall be considered unattended and in violation of this chapter only if said dog has been observed on public property or private property other than property of the owner, and not in voice control of a responsible person, by an enforcement officer of Columbus, Georgia or by a complainant willing to testify in court. Dog and cat owners residing in rural areas of the city and whose lots are zoned RE-5 or RE-10 and whose said lots are five acres or more in area, are exempt from the requirements to keep dogs penned, or on a leash, and/or under voice control. These exempted owners are required to ensure that their dogs and cats do not leave the limits of the owner's property, and these owners are subject to all other provisions of this chapter.
- (2) Upon the third conviction during a two-year period for a violation of subsection (a)(1), above, the individual so convicted shall pay a fine of not less than \$100.00 nor more than \$600.00.

(b) *Female dogs.* It shall be unlawful for any person to allow a female dog, when it is breeding season, to go upon or have access to the streets, roads or public areas of Columbus, Georgia. Female dogs shall be confined in such places and manner as will avoid nuisances being caused by the attraction of male dogs to the premises of others or under any circumstances.

(c) *Use of a leash on all public property.* No owner or caretaker shall allow any canine, "dog" on any public property unless such animal is restrained by an appropriate leash and under the control of a responsible person. This restriction does not apply to local, state or federal public safety canine officers, to licensed search and rescue operations or to properly licensed animal shows or government-owned animal care facilities or properly licensed animal adoption facilities.

(d) *Nuisance control.* Without regard to other provisions of this article or other sections of the Columbus Code, it shall be unlawful for owners of dogs, cats, or other animals to allow, permit, or by negligence fail to prevent such animals from acting or performing in such a manner as to cause damage or unsanitary conditions to the property of another, public streets, public parks and recreation areas, or otherwise to cause a nuisance in Columbus. Animal owners residing in rural areas of the city on lots zoned A-1 (agricultural) and which lots are two and one-half acres or more in area, are exempt from nuisance control provisions contained in section 5-10(d)(4). Acts deemed to be nuisances shall include, but are not limited to, the following:

- (1) Any animal to enter any place where food is stored, prepared, served or sold to the public except dogs trained specifically to assist a person with a disability when such dog is actually being used by a disabled person as an aid for that disability.
- (2) Any dog to chase, run after, or jump at vehicles moving on public streets and alleys.
- (3) Any dog to attack, bite or injure a person, or to snap, growl, snarl, jump upon or otherwise threaten persons without provocation, unless in defense, protection or assistance of its master or other persons, except when such person is using the dog in conjunction with a criminal activity. These acts shall be considered a violation of this chapter whether or not the dog is confined by fence, chain or leash, or under the voice control of a responsible person.
- (4) Any animal to howl, yelp, whine, or bark in such manner as to reasonably disturb any person or neighborhood.
- (5) Any animal to feed from, turn over, or otherwise disturb garbage containers.

- (6) Any animal to scratch or dig in flower beds or to soil or damage any property other than that of the owners.
- (7) Male animals to have access to female animals or vice versa during breeding season, except within enclosures so arranged as to obstruct such animals entirely from view of persons outside of such enclosures.
- (8) Any dog or cat to go onto the property of another or onto public sidewalks, streets, alleys, parks and recreation areas, or onto other public or private ways, and attack another animal or fowl.
- (9) It shall be a violation of this chapter if, when a dog or cat deposits fecal matter on public ways or private property, the owner of the animal does not promptly remove such waste and deposit it in a sanitary manner. This requirement is applicable whether or not the animal is on a leash and/or under voice control.
- (10) Cats or dogs to crawl upon, sleep on, scratch or otherwise soil furniture, porches, automobiles or other tangible property of a neighbor or person other than the owner.
- (11) *Transportation of animals.* It shall be a violation of this chapter for a canine animal to be transported in the back of an open bed vehicle unless such animal is securely tethered by a cross tie to prevent such animal from jumping off or being thrown from the vehicle.
- (12) *Fencing.*
 - (A) Owners that rely upon a fence to secure their canine animal must use a fence with a minimum height of four feet or of sufficient height and structural support to ensure that such animals are restrained within the confines of their property. The individual size and abilities of any canine animal shall determine the height of the fence. If such animal evades the fence, the owner shall be in violation of section 5-10(a).
 - (B) Owners may use electronic fencing as long as said fencing is operational to ensure that such animals are restrained within the confines of their property. If such animal evades the electronic fencing, the owner shall be in violation of section 5-10(a).
- (e) *Controlled access public events.* It shall be unlawful for animals to be permitted at controlled access public events or in the immediate area where spectator sports events are held in city parks including practice events for spectator sports. The Animal Services Division shall be authorized to erect appropriate signs under this provision. Exceptions are authorized as follows, however, the owner shall be required to produce evidence of rabies vaccination upon the request of an animal control officer:
 - (1) Dogs trained and used as a guide or seeing eye dog for a blind person.
 - (2) Dogs trained and used as a hearing dog for a deaf person.
 - (3) Police K-9 dogs.
 - (4) Caged animals being sponsored by the Animal Services Division or any licensed animal rescue organization.
 - (5) Animals competing or performing in the event.

Sec. 5-11. Dangerous or vicious dogs.

- (a) All requirements concerning the classification, registration and maintenance of dangerous and vicious dogs will be enforced in Columbus as set forth in O.C.G.A Article 2 of Chapter 8 of Title 4, ("Responsible Dog Ownership Law"). The Animal Services Director shall serve as the dog control officer for purposes of implementing the requirements of the state law. The animal control advisory board is hereby designated as

the authority in Columbus charged with making all determinations and hearing all appeals required by the state law.

- (b) The fee for registering dangerous or vicious dogs in Columbus, effective July 1, 2015, shall be \$150.00 annually. The required collar and up to two warning signs shall be issued and are included in this fee. If additional signs are required, the cost is \$5.00 per sign.
- (c) The Animal Services Director and the animal control advisory board are hereby authorized to regulate cats or other household pets which it determines to be dangerous or vicious in a manner similar to that specified by the Responsible Dog Ownership Law referenced above.
- (d) It shall be unlawful to display a dangerous/vicious dog or animal sign at locations or on premises where no such dangerous/vicious animal exists or is located.
- (e) The dog control officer, any animal enforcement officer or any sworn law enforcement official is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of the State law and such officers may confiscate any dangerous or vicious dog in the case of any violation of the law.

Sec. 5-12. Cruelty to animals and failure to aid injured animals.

It shall be unlawful for any person, willfully and cruelly, to injure or kill any animal by any mode or means causing it unnecessary fright or pain, and it shall further be unlawful for any person, by neglect or otherwise, to cause or allow any animal to endure pain, suffering or injury. Acts violating this section shall include but are not limited to:

- (1) Any violation of the Columbus Code Section 5-7.1 on shelter shall be guilty of a city ordinance violation, punishable as set forth in section 1-8 of the Columbus Code.
- (2) Failure to provide animals food for a period of more than 24 hours and/or water or care for more than 18 hours.
- (3) Abandoning any animal on private or public property.
- (4) Failure on the part of the driver of a motor vehicle to stop or call the police or other agencies for assistance after striking or injuring an animal by the motor vehicle.
- (5) Leaving or exposing any poisonous substance, food or drink, for man, animal or fowl or to aid or abet any person in so doing, except insect or rodent poison when used for control of insects, mice or rodents.
- (6) It shall be unlawful for any person to bait, to attack with violence to, provoke, or to harass an animal, domestic or wild, with one or more animals or humans, for the purpose of training such an animal for, or to cause or to sponsor or to promote such an animal to engage in fights, wrestling or similar contests with or among other animals or between animals and humans. Nothing in the foregoing sentence, however, shall prevent the lawful training of guard dogs or other animals, provided the same in no way conflicts with other provisions of this Code or state law. The minimum fine for violating this subsection (6) shall be \$500.00.
- (7) Tethering that does not meet the requirements of section 5-5(20).
- (8) It shall be a violation of this section for an animal to be left unattended in a vehicle if the inside temperature of the vehicle exceeds 80 degrees.

Sec. 5-12.1. Revocation of licenses of trainers, breeders, boarders and sellers of dogs or other animals convicted of cruelty to dogs or other animals.

Any person convicted of or pleading guilty or nolo contendere to O.C.G.A. Section 4-8-5 (Cruelty to dogs) or O.C.G.A. Section 16-12-4 (Cruelty to animals) or any other comparable criminal prohibition against cruelty to animals that may be later enacted shall not thereafter be issued a license to train, breed, board or sell dogs or other animals in Columbus, Georgia, and the licenses of those persons being convicted of or entering guilty or nolo contendere pleas to said offenses shall immediately stand revoked, in addition to other penalties prescribed by law.

Sec. 5-13. Impoundment.

- (a) *Animals subject to impoundment.* Dogs, cats or other animals within any of the following classes may be captured and impounded in Columbus, Georgia:
 - (1) Dogs and other animals whose ownership is unknown.
 - (2) Vicious dogs and animals of all kinds.
 - (3) Female dogs in breeding season not confined to the premises of the owners in such manner as to avoid nuisances and prevent access to other animals.
 - (4) Dogs or other animals that have been bitten by an animal suspected of having rabies.
 - (5) Dogs, cats, or other animals that are causing nuisances in violation of other sections of this chapter.
 - (6) Any dog not wearing a valid city registration and rabies vaccination tag.
 - (7) Any dog on the owner's property and not confined thereto by fence, chain, or other suitable and effective means, and when no responsible person is present to control such dog shall be unattended and in violation of this chapter only if said dog has been observed on public property or private property other than the property of the owner, and not in voice control of a responsible person, by an animal enforcement officer or by a complainant willing to testify in court. Section 5-10(a) of this chapter exempts owners of dogs and cats whose residence is in rural Columbus from the requirement to have the animal under constant control by a responsible person. Animals in these exempted areas are subject to impoundment if the animal is observed on property other than the owner's property.
- (b) *Notice of impoundment.* Immediately upon impounding dogs, or other animals, the animal enforcement officer responsible for having the animals impounded or other animal services division staff shall make reasonable efforts to notify the owners of such dogs, or other animals, so impounded and inform such owners of the conditions whereby they may regain custody of such animals.
- (c) When a resident of Columbus is no longer able to maintain a cat or dog of which he or she is the documented owner, he or she may surrender the animal to the Columbus Animal Services Division. A surrender fee of \$20.00, will be charged upon surrender, and the owner will sign a document releasing all ownership rights to the animal and waiving any future notices concerning the disposition of the animal.

Sec. 5-13.1. Disposition of animals.

- (a) *Holding time.* Any impounded animal, not under observation for rabies, that is not claimed within five days of the date of impoundment or five days after the owner of the animal is notified, shall be disposed of in a manner approved by the director of the Animal Services Division. However, if the owner is incarcerated at the time of impoundment, the animal shall be held for ten days. After the tenth day the animal shall become

the property of Columbus, Georgia and be disposed of in a manner approved by the director of the Animal Services Division.

(b) *Adoption of animals.*

- (1) At the time of adoption of non-altered (spayed/neutered) animal from the Animal Services Division. the individual adopting said animal shall purchase, for the sum of \$50.00, a spay/neuter voucher to be presented to the veterinarian of their choice to defray a portion of the cost of spaying or neutering the animal. The veterinarian may redeem said voucher by presenting same to the Finance Department for the consolidated government. Effective July 1, 2010, adoption fees shall be \$75.00 and said voucher shall be worth \$50.00.
- (2) No unclaimed dog or cat which is not neutered or spayed shall be released from the Columbus Animal Services Division office without a written agreement from the person adopting the animal that such animal will be sterilized within 30 days from the date of adoption, unless a later date is indicated on the adoption agreement due to the age or health condition of that particular animal. Within 45 days of the adoption or 15 days of the alternative date indicated on the adoption agreement, said owner will file with Columbus Animal Services Division office the signed statement of a licensed veterinarian that the animal in question has been neutered or spayed. Failure of the owner to file such a signed statement will result in a fine of \$100.00 and constitute a presumption that there has been a failure to spay or neuter the adopted dog or cat. Upon such failure to comply with the provisions of this subsection, a citation may be issued under O.C.G.A. § 4-14-3(c) to be prosecuted in environmental court as a misdemeanor by animal enforcement officers pursuant to O.C.G.A. § 4-14-4.
- (c) *Escape, injury or pilfering.* The animal control officers, pound-masters and pound custodians shall exercise every reasonable care to prevent injury, escape or pilfering of any dogs or cats which they deal with in carrying out the provisions of this chapter, but they shall not be responsible for any such occurrence.
- (d) When municipal or county agencies form outside of Muscogee County require the service of euthanasia, it may be provided at a cost of \$10.00 per animal with an additional body disposal fee of \$10.00.
- (e) When euthanasia is requested by a resident of Muscogee County that is an animal owner, it may be provided at a cost of \$10.00 per animal with an additional body disposal fee of \$10.00.

Sec. 5-14. Fee for recovery of impounded animals.

- (a) *Impoundment fee.* In addition to city registration fees and board fees required by this chapter, there shall be an impoundment charge assessed against owners who recover their animals which are impounded under the provisions of this chapter. The impoundment fee shall be in accordance with the following schedule:

First Impoundment	Altered (Spayed/Neutered) \$50.00 ea	Not Altered (Not Spayed/Neutered) \$95.00 ea
Second Impoundment	Altered (spayed/neutered) \$75.00 ea	Not Altered (Not Spayed/Neutered) \$125.00 ea
Each subsequent Impoundment within a two year period	\$100.00 ea	\$125.00 ea

(Subsequent impoundments are levied against the animal owner and not necessarily for the same animal.)

- (b) *Board fee.* In addition to city registration fees and impoundment fees required by this chapter, there shall be a board fee of \$10.00 per day, payable before an impounded animal will be released to the owner.

Sec. 5-15. Private/hobby kennels (noncommercial).

- (a) Any person who maintains within or adjoining his property a combined total of six or more dogs and/or cats over six months of age as personal or family pets, or for recreational use, or for exhibition, breeding, and where sale of offspring is not the primary function shall be required to have a private/hobby kennel permit.
- (b) Private/hobby (noncommercial) permits shall be issued by the Director of Animal Services . Such permits will be valid for one calendar year and shall be valid from January 1 through December 31 of the year in which issued. Permits shall be renewed each year between January 1 and February 28. Applications received after February 28 shall be considered delinquent.
- (c) Locations of private/hobby kennels shall comply with the zoning ordinance of Columbus, and before a private/hobby kennel permit will be issued the applicant must obtain a certificate of occupancy from the code enforcement officer authorizing the private/hobby kennel at the address specified in the application.
- (d) There shall be a \$100.00 inspection and permit fee for each private/hobby kennel permit.
- (e) The Director of the Animal Services Division shall have the authority to revoke private/hobby kennel permits when sanitation standards prescribed by this chapter and other ordinances are not maintained.
- (f) *Kennel permits (pets—nonbreeding):*
 - (1) Such permits issued prior to July 1984 shall be valid until revoked by proper issuing authority or terminated by applicant.
 - (2) Actions upon complaints. Upon receipts of complaints of nuisance (section 5-10(d)) caused by maintaining a pet nonbreeding kennel, the chief of animal control and enforcement division shall have an inspection made of such facilities. After a notice allowing reasonable time to correct the nuisance has been issued to the responsible person, and such notice has failed to produce compliance, the permit for maintaining such kennel may be revoked by the issuing authority.
 - (3) Any person whose kennel permit is revoked must within ten days comply with existing ordinances regarding number of animals maintained and show proof of the manner of humane disposal of all animals over the legal number authorized by current ordinance.
- (g) Appeals of denial or revocation of a permit may be made to the animal control advisory board at the board's next scheduled meeting. Notice of intent to appeal a decision of the Director of the Animal Services division must be made in writing and filed with the administrative officer of the Animal Services division. Final action on a denial and/or revocation of a permit shall be delayed pending a decision of the animal control advisory board. The decision of the advisory board shall be final as to administrative processing of the application or revocation. Denial of a certificate of occupancy by the code enforcement division is not subject to review by the animal control advisory board.

Sec. 5-16. Commercial kennels.

- (a) *Commercial kennel defined.* Section 22-3 of the zoning ordinance of Columbus defines a Commercial Kennel as follows:

"A kennel maintained for the purpose of offering any service whatsoever, including, but not limited to, boarding, grooming, breeding, keeping for sale, selling, trading, training, renting, or leasing for guard purposes any dogs or other animals.

- (b) *Business license required.* It shall be unlawful for any person, business, or kennel (as heretofore defined), regardless of the number of the animals kept, to engage regularly in the sale of cats, dogs, kittens, or

puppies, regardless of the age of the animals, without having a business license which specifically authorizes commercial kennel activities.

- (c) *Certificate of occupancy required.* The business license department shall require a valid and current certificate of occupancy for commercial kennel before such business license is issued.
- (d) *Maintenance of yards and pens.* In addition to the minimum requirements for lot size and structural specifications required by the zoning ordinance and building code of Columbus, yards and pens for dogs shall be in accordance with the standards for such dog yards and pens as required by this chapter.
- (e) *Waste disposal.* Fecal matter and urine from animals shall be disposed of into the city sanitary sewerage system and shall not be allowed to drain or leak into the rainwater sewerage system.
- (f) *Kennel sanitation.* It shall be unlawful to keep or maintain within Columbus, Georgia, any kennel that is unsanitary, nauseous, foul, or offensive, or in any way detrimental to public health and/or safety.
- (g) *Rabies vaccination.* The owner, manager or person in charge of a commercial kennel (as herein defined) shall be responsible for ensuring that all dogs and cats four months of age or over that are on the premises and offered for sale have been vaccinated for rabies. This requirement applies even if the animals are on consignment. The certificate of rabies vaccination and the rabies tag for each such animal shall be available for inspection on request by an animal enforcement officer.
- (h) There shall be a \$100.00 inspection and permit fee for each commercial kennel permit.

Sec. 5-17. Complaints against animal control procedures or personnel.

Any complaints about animal enforcement procedures or personnel should be brought to the animal control advisory board at the regularly scheduled meeting. If the complaint is particularly urgent and concerns allegations of wrongdoing or impropriety against an animal enforcement officer, the complaint should be brought immediately to the chairman of the animal control advisory council. He will refer the case to a panel composed of three members of the animal control advisory board for their deliberation. The panel will function in the same manner as the personnel review board currently functions. A hearing will be held where those presenting the complaint will have ample opportunity to come before the board, explain their complaint and bring whatever witnesses and documentation forward. The Animal Services Division will make available whatever personnel necessary to provide required information. Based on the facts as presented to them, the panel will render a finding in the case, either that the allegations are unsubstantiated or that the allegations are substantiated. If the panel finds the allegations substantiated, then they will recommend appropriate remedial action.

Sec. 5-18. Animal bites; quarantine of animals.

- (a) *Animal bites defined.* The breaking of the skin of a human being by an animal shall be considered a bite case.
- (b) *Reporting procedure.* All bite cases must be reported to the Columbus Department of Public Health. During nonbusiness hours, the report shall be made to the 911 Emergency Center. The bite report should be made as soon as possible, and in no case more than 24 hours after the bite. Animal enforcement officers will assist in making bite reports but the responsibility rests with the owners and the person bitten to ensure that a complete report is made to the Columbus Department of Public Health. Failure to make the bite report as required shall constitute a violation of this chapter. Each day that shall pass after the bite without the animal bite being reported as required, shall constitute an additional violation.
- (c) *Quarantine required:*
 - (1) Any animal which has broken the skin of a human or is suspected of being rabid shall be quarantined for at least ten days, and no such animal shall be released to the owner or humanely euthanized until

the animal has been examined by a veterinarian or the rabies control officer at the expiration of the ten-day period and released from quarantine.

- (2) The animal may be quarantined at the owner's residence at the discretion of the rabies control officer.
- (3) The rabies control officer is authorized to require that the animal be quarantined at the Animal Services Division facility, or the animal owner is authorized to request that the animal be quarantined in a veterinary clinic. In this instance the owner is responsible for all board and veterinary medical costs incurred pursuant to the quarantine.

Sec. 5-19. Guard dogs.

- (a) *General.* Control and identification of guard dogs in the interest of protection of law-abiding citizens from attack from such dogs is of paramount importance.
- (b) *Registration of guard dogs required:*
 - (1) Individuals, firms, companies, or corporations who own, rent, lease, or otherwise provide dogs for the purpose of guarding property or establishments within the city limits of Columbus are required to register each guard dog with the Division of Animal Services. This registration shall be required even if the guard dog(s) are trained or housed outside of Columbus while not actually guarding premises or property.
 - (2) In addition to the requirements for rabies vaccination, section 5-8, and city registration tag, section 5-9, each guard dog residing in or rented, leased, or used for guarding in Columbus shall be required to wear a distinctive red leather collar with a numbered identification tag fastened thereon.
 - (3) The distinctive guard dog collars shall be available at the animal care and control center at a cost of \$50.00.
- (c) *Control of guard dogs.* Guard dogs shall be controlled or confined so that they cannot come into contact with law-abiding citizens who are lawfully using public and private premises.
- (d) *Reporting loose guard dogs.* In the event a guard dog escapes its place of containment and is running loose in public areas or on property other than the owner's, the person employing such dog and the owner of such dog shall immediately report all facts and circumstances, including the collar number of the dog, to the animal services division. After normal business hours the report shall be made to the 911 Emergency Center.

Sec. 5-20. Requirements for community cat colonies and caretakers.

A community cat caretaker is exempt from the responsibilities of an owner under this chapter and shall not be required to meet the requirements of sections 5-15 or 5-16 of this article; however, all community cat colonies must be registered with Columbus Animal Services Division or the designated community cat rescue, and the community cat colony caretaker must comply with all of the following:

- (1) The community cat rescue organization has inspected the area in which the colony will be housed and has approved;
- (2) Regular feeding of the colony will be maintained throughout the year;
- (3) Adult cats and kittens over 12 weeks of age that can be captured will be neutered or spayed and vaccinated against rabies. A three-year vaccine will be administered whenever feasible;
- (4) Every reasonable attempt will be made to have kittens removed from the colony and fostered before they reach the age of 12 weeks for domestication and placement when placement is a possibility;

- (5) Whenever reasonably possible, sick or injured cats will be removed from the colony by the colony caretaker and taken to a licensed veterinarian for evaluation. The decision either to treat or euthanize shall be at the entire discretion of the veterinarian;
- (6) Cats will be ear tipped for recognition as members of a community cat colony;
- (7) Records of sterilization, vaccination and animal identification will be maintained by the community cat rescue for a minimum of three (3) years and made available to the Columbus Animal Services Division or state licensing authorities for review upon request;
- (8) If colonies are established on private property, permission has been given to the community cat rescue or colony caretaker from the owner of the premises upon which the community cat colony is located for the community cat colony to be located on the owner's property; and
- (9) Compliance with the policies and procedures governing the community cat program.

Sec. 5-21. Removal of community cats from colony.

Columbus Animal Services Division has the right to immediately seize and remove all or parts of any community cat colony for public health and public safety concerns including rabies, other zoonotic disease epidemics, and certain fatal animal to animal diseases as identified by the Division's veterinarian or the state veterinarian.

Sec. 5-22. Unlawful interference with identified community cat colony.

Except as provided in section 5-21 of this article, it is unlawful for any person knowingly to prevent, interfere with, or obstruct the management of an identified community cat colony. However, nothing herein shall prohibit a property owner from taking lawful steps to control or restrict community cats within the limits of the owner's property.

Sec. 5-23. Disposition of community cats—Generally.

Columbus Animal Services Division may impound feral cats which are not identified as community cats by ear tipping and place those cats for adoption or make such other humane disposition of the animal in accordance with this chapter; however where feasible, the cat may be vaccinated, neutered and ear tipped and released to the community cat rescue which will place the cat in a community cat colony, or placed with an individual who is willing to be identified as responsible for that cat's welfare.

Secs. 5-24—5-29. Reserved.

ARTICLE III. HOOFED ANIMALS

Sec. 5-30. Compliance with Code required.

It shall be unlawful for any person to keep within the corporate limits of the City of Columbus, any hoofed animal, except in compliance with the provisions of this chapter of the Code of Ordinances, and the zoning ordinance.

Sec. 5-31. Restrictions on keeping certain hoofed animals.

- (a) Keeping of hogs and cows is permitted only in the rural areas of Columbus which are specifically designated and zoned A-1 (agriculture) in the zoning atlas of Columbus in accordance with Chapter 22 of the Columbus Code, entitled "The Zoning Ordinance."
- (b) In addition to the restrictions established by the zoning ordinance as to location, it shall be unlawful to maintain or keep a hog closer than 900 feet of any private residence, other than that of the owner, or public building.
- (c) In addition to restrictions established by the zoning ordinance as to yard or pen location, it shall be unlawful to maintain or keep a cow closer than 500 feet of any private residence, other than that of the owner, or any public building.

Sec. 5-32. Transporting through city.

The preceding section hereof is not to apply where such animals are being carried through the city for bona fide sale or transportation or for slaughter, and only temporarily kept in the city.

Sec. 5-33. Running unattended.

It shall be unlawful for any person to allow any horses, mules, jacks, cattle, hogs, goats or sheep to run unattended on public property or private property other than the property of its owner.

Sec. 5-34. Cleanliness of pens.

Any place, including yards, pens, enclosures, lots or premises within the City of Columbus at which fowl or animals are kept shall be maintained in a clean condition free of obnoxious odors and fly-breeding media or attraction. For the purposes of this article, the definition of "animals" shall include dogs and rabbits as well as any other animals kept for any reason whatsoever.

Sec. 5-35. Stable requirements.

All hoofed animals kept within the City of Columbus shall be kept in a stable which meets the following requirements:

- (1) The stables shall be not less than 50 feet from the owner's dwelling and not less than 150 feet from any other residence; however, the distance requirements to other residences may be waived in writing by adjoining property owners whose residences are within 150 feet of stables, but in no event may the distance be less than 75 feet. A change in ownership shall not affect the right to continue to maintain a stable without consent of the new adjoining owners.
- (2) The stable shall be screened and fly-proofed to minimize contamination from flies and other insects.
- (3) The stable shall be floored with packed clay or other durable material covered with suitable disposable materials to allow removal of droppings and urine.
- (4) The stable area shall be well drained, dry, and reasonably odor-free.
- (5) The disposable waste products from the stable shall be removed in covered containers, temporary storage of waste shall be limited to seven days' accumulation, and the storage area shall be vermin-proofed and established at a distance from residence equal to or greater than that prescribed for the stable.

- (6) Exercise areas, riding rings, and areas surrounding the stable shall be free of animal droppings and maintained under sanitary conditions which preclude accumulation of wastes which produce offensive odors.
- (7) The stable areas shall be fenced with either a high single fence or double fence which prevents the animal from cropping foliage or grasses beyond the owner's boundaries.
- (8) Animal food, grain, or grain products, except hay or other forage shall be kept in covered metal containers under vermin-free conditions.

Sec. 5-36. Vans and trailers.

The maintenance and parking of vans and animal trailers shall be limited to off-street areas in a manner which shall not detract from the general appearance of the neighborhood.

Sec. 5-37. Inspection by health department.

Health authorities shall have the right to inspect the premises on which animals are stabled at all times, and should it be found that animals are not kept in compliance with the provisions of this chapter, or are a health and sanitation hazard, the health officers shall have the authority to order the animals removed from the city.

Secs. 5-38, 5-39. Reserved.

ARTICLE IV. POISONOUS SNAKES

Sec. 5-40. Keeping in city limits.

- (a) *Distance from residences.* Possession of live poisonous snakes within 300 feet of a residence is prohibited.
- (b) *Exception.* It shall be unlawful to possess live poisonous snakes within 300 feet of a residence within Columbus, Georgia, except by public institutions for research or education.

ARTICLE V. WILD BIRDS

Sec. 5-41. Protection.

- (a) *City designated bird sanctuary.* The entire area embraced within the corporate limits of the City of Columbus is hereby designated as a bird sanctuary.
- (b) *Signs.* Appropriate signs are hereby authorized to be erected designating the City of Columbus as a bird sanctuary.
- (c) *Trapping, etc., unlawful.* It shall be unlawful to trap, shoot, hunt, or attempt to shoot or molest in any manner any bird or wild fowl or to rob bird's nests, except that shooting of game birds may be allowed during hunting seasons in accordance with regulations of the Game and Fish Division of the Georgia Department of Natural Resources.
- (d) *Destruction of nuisance species.* In the event any species of bird is found to be a nuisance in the opinion of the Columbus Department of Public Health, then said species of bird may be destroyed in such manner as is deemed advisable by the Columbus Department of Public Health under the supervision of the police department of the City of Columbus.

Sec. 5-42. Keeping of fowl.

- (a) *When permitted.* The keeping of fowl shall be allowed as an accessory use on any lot two acres or more in size. The keeping of such domestic fowl shall be in accordance with the following:
- (1) The number of domestic fowl kept on a given lot shall not exceed the ratio of one bird unit per one acre, with a bird unit identified as follows:
 - 32 chickens equals one bird unit.
 - 16 ducks equals one bird unit.
 - 8 turkeys equals one bird unit.
 - 8 geese equals one bird unit.
 - (2) When determining the number of domestic fowl permitted, only fowl six weeks or older in age shall be counted.
- (b) *Compliance with zoning ordinance.* The keeping of racing, homing or exhibition (fancy) pigeons shall be allowed as an accessory use of a residential lot only in accordance with the "minimum requirements" set forth in the zoning ordinance and the distance from adjacent dwelling requirement established by paragraph (c)(3) of section 5-42.
- (c) *Location of accessory structures.* All accessory structures associated with the keeping or housing of animals shall be located in accordance with the provisions stated as follows:
- (1) Barns or other structures used in connection with agriculture, to include structures for the keeping, confining or sheltering of any poultry as defined in subsection (a)(1) above, shall be located no closer than 100 feet to any lot line. In no instance shall such structures be used for retail sales, except as permitted under the business license section of this Code.
 - (2) Barns or other structures used for the confining or sheltering of domestic fowl not in connection with agriculture shall be no closer than 50 feet to any lot line.
 - (3) Cages, lofts, pens and other structures which are used for the keeping of homing, racing or exhibition (fancy) pigeons shall be located no closer than 150 feet from the nearest part of a house occupied by a person other than the keeper of the birds.
- (d) *Fowl commonly excepted.* Subject to the provisions of paragraph (f) of this section, exotic chickens, ducks and geese six weeks old, birds such as canaries, parakeets, doves, and parrots or other exotic birds normally kept as pets or primarily for hobby purposes shall not be subject to the remaining provisions of this section.
- (e) *Businesses excluded.* Retail stores properly licensed under other provisions of this Code which maintain exotic chickens, ducks and geese six weeks of age, canaries, parakeets, doves, parrots, and other exotic birds for the purpose of retail sales from inventory, and other properly licensed poultry related industries other than retail sales to pet owners shall not be subject to the provisions of this section, except for paragraph (f).
- (f) *Noise and odors.* Notwithstanding any of the provisions contained herein, at no time shall an owner of domestic fowl place a structure or keep domestic fowl in any fashion which would cause emission of noise or odor detrimental to other property or individuals residing thereon in the area. Further, it shall be unlawful to allow domestic fowl or other exotic fowl or birds to run on public property or private property other than the property of its owner.
- (g) *Notice of violation.* Any owner of birds or fowl in Columbus, or any owner of property used for the keeping of birds or fowl in the city, shall be notified in writing of any violation of this section by the Division of Animal Services or the health department, and shall be given 30 days to correct stated violation. If after 30 days from the date of the notice, the owner of the birds or fowl or the property owner or occupant of the

premises where the birds or fowl reside fails to comply with the provisions of this section, a citation to appear in the recorder's court may be issued to such person.

File Attachments for Item:

4. A Resolution Declaring Results of an election held on November 2, 2021 and Certificate of the Superintendent of Elections (Mayor Pro-Tem)

RESOLUTION NO. ____

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, DECLARING RESULTS
OF AN ELECTION HELD ON NOVEMBER 2, 2021
and
CERTIFICATE OF THE SUPERINTENDENT OF ELECTIONS

WHEREAS, the Council of Columbus, Georgia (the “**Council**”) the governing body of Columbus, Georgia (“**Columbus**”), a consolidated city-county government with powers and jurisdiction throughout the territorial limits of Muscogee County (the “**County**”) adopted a resolution on July 27, 2021, to impose, levy, and collect a special county 1 percent sales and use tax (the “**Special Sales Tax**” or “**SPLOST**”) for various capital outlay projects, as authorized by Article III of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “**Act**”), conditioned upon approval by a majority of the qualified voters residing within the special taxing district, corresponding with and coterminous with the geographical boundaries of Muscogee County, voting in a referendum thereon to be held on November 2, 2021; and

WHEREAS, a copy of said resolution was delivered to the Muscogee County Board of Elections and Registration, as Superintendent of Elections for Muscogee County (the “Election Superintendent”), which issued a call for the election described in said resolution of July 27, 2021; and

WHEREAS, the Election Superintendent caused notice of said election to be published in the newspaper published in said County in which sheriffs advertisements for said County are published, notifying the qualified voters of Muscogee County that on November 2, 2021, an election would be held, said notice having been published for the time and in the manner, and containing the specifications and information required by law; and

WHEREAS, said election was held on November 2, 2021, in accordance with said resolution, call, and notice, and the several managers of the election brought in the returns from said Election as required by law and these officers calling the election, in the presence of and together with the several managers, consolidated the returns and the results thereof; and

WHEREAS, the consolidated returns found the results of the election to be as follows:

SPECIAL 1% SALES TAX (SPLOST)

(5,801)	Shall a special 1 percent sales and use tax be imposed in Muscogee County for the raising of not more than \$400,000,000 for Judicial Facilities; Roads, Streets, and Bridge Improvements; Trails and Sidewalks; Storm Water Projects; Parks and Recreation; Golf Facilities; Public Safety; General Government Vehicles and Equipment; Technology Enhancements; Columbus Ironworks Convention and Trade Center Improvements; Civic Center Improvements; and Economic Development?
YES	
(4935)	
NO	

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Columbus, Georgia in the maximum principal amount of \$200,000,000 for the purpose of acquiring, constructing and equipping said Judicial Facilities.

WHEREAS, a majority of the qualified voters of Muscogee County voting in said election voted in favor of the above question which includes approval of the issuance of general obligation debt of the Columbus, Georgia (the "Bonds"), in the maximum principal amount of \$200,000,000.

NOW, THEREFORE, BE IT RESOLVED AND CERTIFIED AS FOLLOWS:

1. To the extent that the Council may be considered as one of the officers ordering the election under the provisions of Official Code of Georgia Annotated § 36-82-2, or any other provisions of law which may be deemed applicable, the Council does hereby declare the results of said election to be in favor of the question set forth above which constitutes approval of the issuance of general obligation debt of the Columbus, Georgia ("Bonds") in the maximum principal amount of \$200,000,000.

2. The consolidated returns of said election and this resolution shall be entered upon the minutes of this meeting of the Council.

3. The Election Superintendent has prepared copies of the consolidated returns and certified and filed the same as required by law.

4. The Election Superintendent has complied with all other applicable provisions of the Georgia Election Code.

5. The issuance of Bonds having been duly approved, ratified and confirmed, statutory notice to that effect shall be served upon the District Attorney of the Chattahoochee Judicial Circuit of Georgia, and such notice shall be executed on behalf of the Columbus by its Mayor and attested by its Clerk of Council so that said District Attorney may, as provided by law, institute proceedings to have the Bonds validated.

Introduced at a regular meeting of the Council of Columbus, Georgia on the 16th day of November, 2021 and adopted at said meeting by affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

Resolution

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Council of Columbus, Georgia, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of Resolution No. ____ approved and adopted by majority vote of said Council in public meeting assembled on November 16, 2021, the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody and control.

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

(SEAL)

Sandra T. Davis, Clerk of Council

CERTIFICATE OF THE SUPERINTENDENT OF ELECTIONS

The undersigned Chairman of the Muscogee County Board of Elections and Registration, as Elections Superintendent for Muscogee County having been furnished with a certified copy of a resolution of the Council of Columbus, adopted on November 16, 2021, been entered in the official records of my office and that the returns described therein and the result of the election as described therein are true and correct.

This _____, 2021.

By: _____
Chairperson
Muscogee County Board of Elections
and Registration

File Attachments for Item:**1. 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley)**

Approval is requested to apply, and if awarded, accept the State of Georgia Department of Community Affairs CDBG-CV application by the amount awarded up to \$3,142,500 and amend the Multi-Governmental Fund by the amount awarded. If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #1.

TO:	Mayor and Councilors
AGENDA SUBJECT:	2021 State of Georgia Department of Community Affairs Application (Feeding the Valley)
AGENDA SUMMARY:	Approval is requested to apply, and if awarded, accept the State of Georgia Department of Community Affairs CDBG-CV application by the amount awarded up to \$3,142,500 and amend the Multi-Governmental Fund by the amount awarded. If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.
INITIATED BY:	Community Reinvestment Department

Recommendation: Approval is requested to apply, and if awarded, accept the State of Georgia Department of Community Affairs CDBG-CV grant by the amount awarded, up to \$3,142,500 and amend the Multi-Governmental Fund by the amount awarded. The grant funding will be utilized for Feeding the Valley facility expansion.

Background: The State of Georgia Department of Community Affairs (DCA) has announced the FY 2021 CDBG-CV request for proposals. The available funding is only available to local government entities. Community Reinvestment has worked with River Valley Regional Commission (RVRC), The Columbus Development Authority, and Feeding the Valley to develop a grant application which will be submitted to DCA no later than November 19, 2021. RVRC will be the administrators of the grant ensuring compliance with all applicable federal and state requirements. The Columbus Development Authority will serve as subgrant recipient of the award. If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

Analysis: If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

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

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

Recommendation/Action: Approve the attached Resolution authorizing the Mayor or City Manager to apply, and if awarded accept up to \$3,142,500 from the State of Georgia Department of Community Affairs, and to amend the Multi-Governmental Fund by the amount awarded. In addition, authorization is requested to execute an Intergovernmental Agreement with the Columbus Development Authority for it to serve as the sub-grantee with respect to the project. The grant funding will be utilized for Feeding the Valley facility expansion.

Item #1.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE COLUMBUS, GEORGIA, TO APPLY FOR AND ACCEPT IF AWARDED A GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, COMMUNITY DEVELOPMENT GRANT-CV PROGRAM FUNDS IN AN AMOUNT OF UP TO \$3,142,500 FOR COMMUNITY A FACILITIES PROGRAM IN COLUMBUS, GEORGIA, LOCATED AT FEEDING THE VALLEY,

WHEREAS, the Mayor and City Manager request authorization to apply for and accept if awarded, a Georgia Department of Community Affairs grant for Community Development Block Grant Program funds in an amount of up to \$3,142,500; and,

WHEREAS, this Council wishes for Columbus to partner with the River Valley Regional Commission and Feeding the Valley Food Bank to expand the facility; and,

WHEREAS, the Columbus Development Authority has agreed to serve as a sub-grantee and provide supervision and oversight of the facility expansion on behalf of Columbus in accordance with an intergovernmental agreement which is attached hereto as “Exhibit A”;

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

The Mayor or City Manager are hereby authorized to apply for and if awarded accept a State of Georgia Department of Community Affairs CDBG-CV Community Facilities grant in an amount of up to \$3,142,500 for the purposes described above, to execute an Intergovernmental Agreement with the Columbus Development Authority in substantially the form attached together with any other understandings or assurances that are necessary to the grant process, and to amend the multigovernmental fund by the amount of the grant awarded.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, Mayor

INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBUS CONSOLIDATED GOVERNMENT AND DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA

This Intergovernmental Agreement (“Agreement”) is entered into and effective the ____ day of _____, 2021, by and between COLUMBUS CONSOLIDATED GOVERNMENT and DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA (the “Authority”).

WHEREAS, on March 27, 2020, the Relief, and Economic Security Act (“CARES Act”) was signed into law. The CARES Act provided funding to the Department of Housing and Urban Development (“HUD”) to allocate to states through the Community Block Development Grant COVID-19 Pandemic Recovery Program (“CDBG-CV”); and

WHEREAS, HUD allocated funding totaling Eighty-Two Million, Eight Hundred Fifty Thousand, Six Hundred Seven and Zero Dollars (\$82,850,607.00) to the state of Georgia under the CDBG-CV; and

WHEREAS, HUD regulations require all CDBG-CV funding to be utilized to prevent, prepare for, or respond to the coronavirus pandemic; and

WHEREAS, CDBG-CV funding will be utilized for the benefit of persons earning low-and-moderate incomes; and

WHEREAS, the state of Georgia has allocated CDBG-CV funding to the Georgia Department of Community Affairs (“DCA”) to distribute in response to coronavirus pandemic related hardships, including, but not limited to food insecurity, rural access to healthcare, rental assistance, utilities assistance, broadband connectivity, and small business operational cost assistance; and

WHEREAS, DCA allocated \$3,142,500 to COLUMBUS CONSOLIDATED GOVERNMENT to respond to the coronavirus pandemic related hardship caused by food insecurity and lack of access to healthcare facilities in COLUMBUS CONSOLIDATED GOVERNMENT; and

WHEREAS, COLUMBUS CONSOLIDATED GOVERNMENT desires to enter into an agreement with the AUTHORITY to administer on behalf of COLUMBUS CONSOLIDATED GOVERNMENT the CDBG-CV funding totaling \$3,142,500 and enter into agreement(s) with a local community food bank, food pantry, or rural health care facility; and

NOW, THEREFORE, in consideration of mutual promises and agreements set forth below, COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY hereby agree as follows:

I. Duties of COLUMBUS CONSOLIDATED GOVERNMENT

1. COLUMBUS CONSOLIDATED GOVERNMENT agrees to serve as recipient and fiscal agent for CDBG-CV funding from DCA. As a recipient of these funds, COLUMBUS CONSOLIDATED GOVERNMENT will:
 - a. Process payments, submitting quarterly performance reports, providing access to all applicable records for DCA/HUD inspection.
 - b. Meet with DCA and the AUTHORITY staff to ensure compliance/progress.
 - c. Provide all related documentation required for CDBG-CV grant awards.
 - d. Collaborate with DCA and the AUTHORITY to ensure compliance with all applicable federal and state requirements.
 - e. Ensure all bidding and contract documents contain necessary language to satisfy all applicable requirements.
 - f. Provide funding to the AUTHORITY as a subgrant recipient for the purpose of entering into an agreement with a local community food bank, food pantry, or rural health care facility.

II. Duties of COLUMBUS DEVELOPMENT AUTHORITY

1. The AUTHORITY agrees to serve as a subgrant recipient of CDBG-CV funding received by COLUMBUS CONSOLIDATED GOVERNMENT from DCA. As a subgrant recipient of these funds, the AUTHORITY will:
 - a. Enter into agreements with a local community food bank, food pantry, or rural health care facility to provide CDBG-CV funding for rehabilitation or construction activities.
 - b. Collaborate with COLUMBUS CONSOLIDATED GOVERNMENT to ensure compliance with all applicable federal and state requirements.
 - c. Provide access to all applicable records for DCA/HUD inspection.
 - d. Provide timely information to COLUMBUS CONSOLIDATED GOVERNMENT pertaining to quarterly performance reports.

- e. Verify appropriate expenditures and submit invoices from local community food bank, food pantry, or rural health care facility to COLUMBUS CONSOLIDATED GOVERNMENT for approval of payment processing.
- f. Assist, as requested, the COLUMBUS CONSOLIDATED GOVERNMENT recapture award funding in circumstances where a local community food bank, food pantry, or rural health care facility has received funds derived from insurance, Federal Emergency Management Agency or the Small Business Association or any other source, and whether such amounts are a duplication of benefits.

III. General Terms & Conditions

1. COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY agree to perform their respective services in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, regulations, and orders of federal, state, and local governments, including order of any court of competent jurisdiction.
2. COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY agree to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the services to be performed under this Agreement.
3. COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY their employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY relating to the work to be performed under this Agreement, and each part shall give the other prompt notice of any claim, demand, suit or proceeding.
4. This Agreement shall be effective as of NOVEMBER 19TH, 2021 and shall continue in full force and effect until [INSERT TERMINATION DATE], unless such period is extended by mutual agreement of the parties in writing, COLUMBUS CONSOLIDATED GOVERNMENT and the AUTHORITY shall have the right to terminate this Agreement at any time for their convenience, with thirty (30) calendar days prior written notice to the other party.
5. The parties recognize and agree it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertaking described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change,

modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by all parties hereto.

6. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to COLUMBUS CONSOLIDATED GOVERNMENT: Isaiah Hugley
City Manager [
P. O. Box 1340
Columbus, GA 31901

If to INSERT LOCAL DEVELOPMENT AUTHORITY: [INDIVIDUAL'S TITLE]
[ADDRESS]

7. This Agreement is executed in the State of Georgia and all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Georgia.
8. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed the Agreement.
9. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement.

COLUMBUS CONSOLIDATED GOVERNMENT

[Isaiah Hugley, City Manager]

[DATE]

DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA

[INSERT INDIVIDUAL TITLE]

[DATE]

File Attachments for Item:**2. 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley) – Matching Funds Requirement**

Approval is requested to comply with the matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The DCA CDBG-CV funding has a 25% match requirement for total project costs, which are \$4,190,000. Meeting the match requirement requires up to \$1,047,500 in matching funds to be contributed to this project. The Match requirement will be met through a large unrestricted gift Feeding the Valley received late 2020 for Feeding the Valley Food Bank expansion.

TO:	Mayor and Councilors
AGENDA SUBJECT:	2021 State of Georgia Department of Community Affairs Application (Feeding the Valley) – Matching Funds Requirement
AGENDA SUMMARY:	Approval is requested to comply with the matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The DCA CDBG-CV funding has a 25% match requirement for total project costs, which are \$4,190,000. Meeting the match requirement requires up to \$1,047,500 in matching funds to be contributed to this project. The Match requirement will be met through a large unrestricted gift Feeding the Valley received late 2020 for Feeding the Valley Food Bank expansion.
INITIATED BY:	Community Reinvestment Department

Recommendation: Approval is requested to comply with the matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant.

Background: The State of Georgia Department of Community Affairs (DCA) has announced the FY 2021 CDBG-CV request for proposals. The available funding is only available to local government entities. Community Reinvestment has worked with River Valley Regional Commission (RVRC) and Feeding the Valley to develop a grant application which will be submitted to DCA no later than November 19, 2021. If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

Approval was requested to apply, and if awarded, accept, and amend the State of Georgia Department of Community Affairs CDBG-CV application by the amount awarded up to \$3,142,500 and amend the Multi-Governmental Fund by the amount awarded. The DCA CDBG-CV funding has a 25% match requirement for total project costs, which are \$4,190,000. Meeting the match requirement requires up to \$1,047,500 in matching funds to be contributed to this project. The Match requirement will be met through a large unrestricted gift Feeding the Valley received late 2020 for Feeding the Valley Food Bank expansion.

Analysis: If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

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

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

Item #2.

Recommendation/Action: Approve the attached Resolution recognizing the City of Columbus will comply with meeting the matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The grant funding will be utilized for Feeding the Valley facility expansion. The match funds will be provided by Feeding the Valley.

A RESOLUTION

NO.

**A RESOLUTION RECOGNIZING THE COLUMBUS CONSOLIDATED
GOVERNMENT AND FEEDING THE VALLEY FOOD BANK WILL COMPLY WITH
THE MATCHING FUNDS REQUIREMENT OF THE STATE OF GEORGIA
DEPARTMENT OF COMMUNITY AFFAIRS APPLICATION (FEEDING THE VALLEY FACILITY EXPANSION) CDBG-CV FISCAL YEAR 2021, COMMUNITY
DEVELOPMENT BLOCK GRANT-CV PROGRAM FUNDS, FEEDING THE VALLEY**

FOODBANK WILL BE RESPONSIBLE FOR THE CASH MATCH COMMITMENT AMOUNT OF \$1 MILLION DOLLARS.

Item #2.

WHEREAS, Columbus Consolidated Government is applying for a FY 2021 Community Development Block Grant-Coronavirus (CDBG-CV) application to the State of Georgia Department of Community Affairs (DCA); and,

WHEREAS, Columbus Consolidate Government is aware that approximately \$75,000,000 in Community Development Block Gant-Coronavirus (CDBG-CV) program funding will be available under the CDBG-CV competition with no maximum grant amounts and a required match of 25% of the total project costs; and,

WHEREAS, Columbus Consolidate Government will serve as the grant's applicant/recipient for the CDBG-CV application to modify the food bank building located at 6744 Flat Rock Road, Midland, GA 31820 and Feeding the Valley Food Bank will serve as the subrecipient; and,

WHEREAS, Feeding the Valley Food Bank will be responsible for the cash match commitment in the amount of \$1,047,500. Feeding the Valley Food Bank has allocated these funds for the Flat Rock Road expansion project.

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

It is hereby resolved that the Columbus Consolidated Government and Feeding the Valley Food Bank will comply with the matching funds requirement of the CDBG-CV grant, and Feeding the Valley Food Bank will be responsible for the cash match commitment in the amount of \$1,047,500.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, Mayor

Item #2.



6744 Flat Rock Rd. Midland, GA 31820
Post Office Box 8904 Columbus, GA 31808
706-561-4755
www.feedingthevalley.org

November 11th, 2021

Mayor Skip Henderson
Columbus Consolidated Government
100 10th Street
Columbus, Georgia 31901

Mayor Henderson,

Feeding the Valley Food Bank (FTV) understands and is prepared to fund the 25% match portion of the CDBG-CV grant opportunity as provided through the Department of Community Affairs (DCA).

Feeding the Valley was the beneficiary of a large, unrestricted gift in late 2020. From that gift, we have dedicated \$1,047,500 to the Flat Rock Road Midland Expansion Project, which should cover our match component of this grant and any line items of this project for which the grant match does not qualify.

During a meeting that included Mr. Rust Haygood, DCA Director, Mr. Tommy Lowman, DCA Deputy Director and other parties, it was agreed that the purchase of the land and construction of a new facility would qualify under this grant. To date, FTV has already invested cash in this project totaling approximately \$275,000.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank Sheppard", is written over a light blue horizontal line.

Frank Sheppard
President & CEO
Feeding the Valley Food Bank



File Attachments for Item:**3. 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley) – Continuous Use Policy, Ongoing Operations, and Maintenance Plan**

Approval is requested to comply with the continuous use policy, ongoing operations, and maintenance plan matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The DCA CDBG-CV funding has a requirement that CDBG-CV projects that propose to renovate a building for the purpose of serving a limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten (10) years commit to ongoing operations and the creation of maintenance plan to protect the investment of awarded funds. Feeding the Valley Food Bank will be responsible for adherence to the continuous use policy, ongoing operations, and maintenance plan.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #3.

TO:	Mayor and Councilors
AGENDA SUBJECT:	2021 State of Georgia Department of Community Affairs Application (Feeding the Valley) – Continuous Use Policy, Ongoing Operations, and Maintenance Plan
AGENDA SUMMARY:	Approval is requested to comply with the continuous use policy, ongoing operations, and maintenance plan matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The DCA CDBG-CV funding has a requirement that CDBG-CV projects that propose to renovate a building for the purpose of serving a limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten (10) years commit to ongoing operations and the creation of maintenance plan to protect the investment of awarded funds. Feeding the Valley Food Bank will be responsible for adherence to the continuous use policy, ongoing operations, and maintenance plan.
INITIATED BY:	Community Reinvestment Department

Recommendation: Approval is requested to comply with the continuous use policy, ongoing operations, and maintenance plan matching funds requirement of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant.

Background: The State of Georgia Department of Community Affairs (DCA) has announced the FY 2021 CDBG-CV request for proposals. The available funding is only available to local government entities. Community Reinvestment has worked with River Valley Regional Commission (RVRC) and Feeding the Valley to develop a grant application which will be submitted to DCA no later than November 19, 2021. If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

Approval was requested to apply, and if awarded, accept, and amend the State of Georgia Department of Community Affairs CDBG-CV application by the amount awarded up to \$3,112,500 and amend the Multi-Governmental Fund by the amount awarded. The DCA CDBG-CV funding has a requirement that CDBG-CV projects that propose to renovate a building for the purpose of serving a limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten (10) years commit to ongoing operations and the creation of maintenance plan to protect the investment of awarded funds. Feeding the Valley Food Bank will be responsible for adherence to the continuous use policy, ongoing operations, and maintenance plan.

Analysis: If awarded, the DCA CDBG-CV Grant could provide up to \$3,142,500 to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The

expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities. Feeding the Valley Food bank will be responsible for adherence to the continuous use policy, ongoing operations, and maintenance plan.

Item #3.

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

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

Recommendation/Action: Approve the attached Resolution recognizing the City of Columbus will comply with the continuous use policy, ongoing operations, and maintenance plan requirements of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBG-CV grant. The grant funding will be utilized for Feeding the Valley facility expansion. The match funds are being provided by Feeding the Valley.

A RESOLUTION

NO.

A RESOLUTION RECOGNIZING THE COLUMBUS CONSOLIDATED GOVERNMENT AND FEEDING THE VALLEY FOOD BANK WILL COMPLY WITH THE CONTINUOUS USE POLICY, ONGOING OPERATIONS AND MAINTENANCE PLAN FOR THE STATE OF GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR FISCAL YEAR 2021, COMMUNITY DEVELOPMENT BLOCK GRANT-CV PROGRAM FUNDS AND FEEDING THE VALLEY FOOD BANK WILL BE RESPONSIBLE FOR THE ADHERENCE TO THE CONTINUOUS USE POLICY, ONGOING OPERATIONS AND MAINTENANCE PLAN.

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

WHEREAS, Columbus Consolidated Government is aware that all CDBG-CV projects
that propose to renovate a building for the purpose of serving a limited clientele population must
also adhere to DCA's Continued Use Policy for a period of ten (10) years and the ongoing
operations and maintenance plan.

WHEREAS, Feeding the Valley Food bank will be responsible for adherence to the
continuous use policy, ongoing operations, and maintenance plan.

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

It is hereby resolved that the Columbus Consolidated Government is aware that all DCA
CDBG-CV awarded projects that propose to renovate a building for the purpose of serving a
limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten
(10) years and the ongoing operations and maintenance plan. Feeding the Valley Food Bank will
be responsible for adherence to the continuous use policy, ongoing operations, and maintenance
plan.

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

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



6744 Flat Rock Rd. Midland, GA 31820
Post Office Box 8904 Columbus, GA 31808
706-561-4755
www.feedingthevalley.org

November 11th, 2021

Mayor Skip Henderson
Columbus Consolidated Government
100 10th Street
Columbus, Georgia 31901

Mayor Henderson,

Feeding the Valley Food Bank (FTV) understands that the CDBG-CV grant opportunity being offered through the Department of Community Affairs (DCA) has a Continuance of Use clause. This requires the future property in question at 6744 Flat Rock Rd, Midland, GA 31820 to be used as a food bank for the "foreseeable future," a period of at least ten (10) years, as well as ensuring ongoing operations, and maintenance.

FTV has purchased land here with intent to build a facility to be the permanent expansion of FTV Columbus. Its size, at 24,000 square feet is all the capacity needed to fully serve the Muscogee County community and the 13 counties of Russell, Troup, Meriwether, Harris, Talbot, Chattahoochee, Schley, Quitman, Clay, Randolph, Stewart, Webster, and Marion.

This facility provides food assistance in the form of several programs:

Agency Distribution - A network of 240 partner agencies, typically churches and other nonprofit organizations acquire food from FTV to distribute at their facility or in their local neighborhood.

Mobile Pantry - Volunteers pack boxes of food commodities to take to ten different sites each month to distribute to families in need who do not have the resources to get to a partner agency. Each family receives 60 pounds of food to include frozen lean meats, fresh produce, boxed/canned goods and dairy items.

Kids Cafe - Our children's feeding program provides daily meals at sites throughout the area.

Weekend Backpack Program - This program, titled "BuddyPack" provides chronically hungry children with a pack often kid-friendly but nutritious items to take home each Friday to have nutritional sustenance over the weekend.

FTV's Midland site is open the following hours:

Monday through Thursday- 7:00 a.m. to 3:00 p.m.

Friday, Saturday and Sunday - Distributions done in the community or closed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Frank Sheppard", is written over a light blue horizontal line.

Frank Sheppard
President & CEO
Feeding the Valley



File Attachments for Item:

4. Georgia Public Safety Officials and First Responders Supplement Grant Application

Approval is requested to submit a grant application to the Governor's Office of Planning and Budget for \$1,000 pay supplement for all eligible Public Safety Personnel and First Responders.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Georgia Public Safety Officials and First Responders Supplement Grant Application
AGENDA SUMMARY:	Approval is requested to submit a grant application to the Governor's Office of Planning and Budget for \$1,000 pay supplement for all eligible Public Safety Personnel and First Responders.
INITIATED BY:	Finance Department

Recommendation: Approval is requested to apply for a grant from the Governor's Office of Planning and Budget for the state of Georgia to provide a \$1000 supplement to all eligible Public Safety and First Responder personnel.

Background and Analysis: Governor Kemp announced a Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This grant was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders serving during August 2021.

Eligible employees include certified full-time employees who served as a public safety officer or first responder during the month of August, 2021 in a position which requires active certification as a law enforcement officer, corrections officer, juvenile corrections officer, jail officer, probation officer, parole officer, communications officer, firefighter, or emergency medical services worker by the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH).

Financial Considerations:

Funding source is the State Fiscal Recovery Funds. Eligible full-time public safety officials and first responders will receive a \$1,000 grant; the payments will be subject to FICA and Medicare.

Legal Considerations: The Columbus Consolidated government is eligible to receive the grant funding offered by the Governor's Office of Planning and Budget.

Recommendation/Action: Apply for, and if awarded, accept the \$1,000 supplemental grant payments to Public Safety Officials and First Responders from the American Rescue Plan Act.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE DEPARTMENT OF FINANCE TO APPLY FOR THE GOVERNOR'S PUBLIC SAFETY OFFICIALS AND FIRST RESPONDERS SUPPLEMENT GRANT USING FUNDING FROM THE AMERICAN RESCUE PLAN ACT. THE GRANT WILL PROVIDE A \$1,000 PAY SUPPLEMENT FOR ALL ELIGIBLE SWORN LAW ENFORCEMENT OFFICIALS AND FIRST RESPONDERS SERVING DURING AUGUST OF 2021. THIS GRANT PROVIDES FINANCIAL REIMBURSEMENT FOR EXPENSES LIKELY TO HAVE BEEN INCURRED AS A RESULT OF BEING A FRONTLINE FIRST RESPONDER.

WHEREAS, the Governor's Office of Planning and Budget has authorized city, county, and state government entities to apply for the Georgia Public Safety Officials and First Responders Supplement Grant; and,

WHEREAS, the grant addresses the negative economic impact of COVID-19 that frontline first responders face.

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

The City Manager is authorized to apply to the Governor's Office of Planning and Budget on behalf of the City for the Georgia Public safety Officials and First Responders Supplement Grant for the purpose of receiving grant funds should the application be approved.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 16th day of November 2021, and adopted at said meeting by the affirmative vote of _____ members of Council.

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

Sandra T. Davis, Clerk of Council

B. H. "Skip" Henderson III, Mayor

File Attachments for Item:**5. State of Georgia – American Rescue Plan (ARP) Funds Application for the Chattahoochee Judicial Circuit**

Approval is requested to apply, and if awarded, accept State ARP Funds awarded to the Chattahoochee Judicial Circuit through the Judicial Council and its Administrative Office of the Courts. The grant funding will be utilized by the courts, prosecutors, and related agencies to address backlogs of court cases caused by the pandemic.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #5.

TO:	Mayor and Councilors
AGENDA SUBJECT:	State of Georgia – American Rescue Plan (ARP) Funds Application for the Chattahoochee Judicial Circuit
AGENDA SUMMARY:	Approval is requested to apply, and if awarded, accept State ARP Funds awarded to the Chattahoochee Judicial Circuit through the Judicial Council and its Administrative Office of the Courts. The grant funding will be utilized by the courts, prosecutors, and related agencies to address backlogs of court cases caused by the pandemic.
INITIATED BY:	Superior Court

Recommendation: Approval is requested to apply, and if awarded, accept ARP (State Fiscal Recovery) Funds awarded to the Chattahoochee Judicial Circuit to address backlogs of court cases caused by the pandemic. A Memorandum of Understanding (MOU) will also be executed between Muscogee County and the other counties in the circuit authorizing Muscogee County to act as the fiscal agent to receive and disburse grant reimbursements as awarded.

Background: The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. It was \$1.9 trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local government. Governor Brian P. Kemp has allocated up to \$110 million in ARP (State Fiscal Recovery) funds to address backlogs of court cases (prioritizing cases involving serious violent felonies). The State in conjunction with The Judicial Council of Georgia and its Administrative Office of the Courts will administer up to \$96 million in grants to authorized classes of court, prosecutors, and related agencies. The State of Georgia has released an application process to provide State Fiscal Recovery Funds to the Judicial Branch. The application deadline is November 30, 2021.

Analysis: If awarded the City could receive funding to incur expenses that meet the American Rescue Plan Act and Administrative Office of the Courts eligibility criteria.

Financial Considerations: There are no match requirements for this grant.

Legal Considerations: The City Attorney will review all agreements requiring the City Manager's or Chief Judge of the Superior Court's signature.

Recommendation/Action: Approval is requested to apply, and if awarded, accept ARP (State Fiscal Recovery) Funds awarded to the Chattahoochee Judicial Circuit to address backlogs of court cases caused by the pandemic. A Memorandum of Understanding (MOU) will also be executed between Muscogee County and the other counties in the circuit authorizing Muscogee County to act as the fiscal agent to receive and disburse grant reimbursements as awarded.

A RESOLUTION AUTHORIZING THE CITY MANAGER, THE CHIEF SUPERIOR COURT JUDGE OF THE CHATTAHOOCHEE JUDICIAL CIRCUIT, OR THEIR DESIGNEE TO APPLY FOR AND ACCEPT, AS AWARDED, AMERICAN RESCUE PLAN (ARP) GRANT FUNDS FROM THE STATE OF GA THROUGH THE JUDICIAL COUNCIL AND ITS ADMINISTRATIVE OFFICE OF THE COURTS AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OTHER COUNTIES IN THE CIRCUIT AUTHORIZING MUSCOGEE COUNTY TO ACT AS THE CIRCUIT FISCAL AGENT TO RECEIVE AND DISBURSE GRANT REIMBURSEMENTS AS AWARDED.

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

WHEREAS, Governor Brian P. Kemp has allocated up to \$110 million in ARPA (State Fiscal Recovery) Funds to address backlogs of court cases; and,

WHEREAS, The Judicial Council of Georgia and its Administrative Office of the Courts will administer up to \$96 million in grants to authorized classes of court, prosecutors, and related agencies; and,

WHEREAS, The Administrative Office of the Courts has advised that Muscogee County must act as the fiscal agent to receive and disburse any ARPA grant funds allocated to the Chattahoochee Judicial Circuit.

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

That the City Manager, the Chief Superior Court Judge of the Chattahoochee Judicial Circuit, or their designee is hereby authorized to apply, accept, and amend the appropriate fund by the awarded ARPA grant amount and to execute related documents and appropriate memoranda of understanding with other counties in the Circuit authorizing Muscogee County to act as the Circuit fiscal agent to receive and disburse grant reimbursements as awarded.

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

Councilor Allen voting _____
 Councilor Barnes voting _____
 Councilor Crabb voting _____
 Councilor Davis voting _____

Councilor Garrett voting
Councilor House voting
Councilor Huff voting
Councilor Thomas voting
Councilor Tucker voting
Councilor Woodson voting

_____.
_____.
_____.
_____.
_____.
_____.

Item #5.

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, Mayor

MEMORANDUM OF UNDERSTANDING
FOR THE
JUDICIAL COUNCIL OF GEORGIA
AMERICAN RESCUE PLAN ACT GRANT FUNDING

BETWEEN

The Consolidated Government of Columbus, Georgia (“CCG”), Chattahoochee County, Georgia, Harris County, Georgia, Talbot County, Georgia, Marion County, Georgia, and Taylor County, Georgia.

RECITALS:

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

WHEREAS, Governor Brian P. Kemp has allocated up to \$110 million in ARPA (State Fiscal Recovery) Funds to address backlogs of court cases; and

WHEREAS, The Judicial Council of Georgia and its Administrative Office of the Courts will administer up to \$96 million in grants to authorized classes of court, prosecutors, and related agencies; and,

WHEREAS, The Administrative Office of the Courts has advised that Muscogee County must act as the fiscal agent to receive and disburse any ARPA grant funds allocated to the Chattahoochee Judicial Circuit;

NOW THEREFORE, in order to carry out the public purposes as set forth above, all parties hereby agree as follows:

1. The CCG is hereby authorized to receive and disburse ARPA grant funding, as awarded, on behalf of the Chattahoochee Judicial Circuit.
2. Understanding that these funds are being passed through CCG from the Judicial Council and its Administrative Office of the Courts, each respective county agrees that it will reimburse and indemnify the CCG for any amount that is required to be repaid to the Administrative Office of the Courts as a result of any later de-obligation or denial by the Administrative Office of the Courts or the State of Georgia as part any grant reimbursements that may have been disbursed by CCG to that respective county.
3. This agreement shall remain in effect until five years after the grant is formally closed out by Administrative Office of the Courts and the State of Georgia.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding, this _____

Item #5.

day of _____ 2021.

ATTEST:

Consolidated Government of Columbus, Georgia

BY: _____
Isaiah Hugley
City Manager

ATTEST:

Chattahoochee County, Georgia

BY: _____
Name: _____
Title: _____

ATTEST:

Harris County, Georgia:

BY: _____
Name: _____
Title: _____

ATTEST:

Talbot County, Georgia:

BY: _____
Name: _____
Title: _____

ATTEST:

Marion County, Georgia:

BY: _____
Name: _____
Title: _____

ATTEST:

Taylor County, Georgia:

BY: _____
Name: _____
Tit _____

File Attachments for Item:

6. Annual Unused Sick Leave Payment

Approval is requested to authorize payment to employees for unused sick leave in accordance with 16B-15-6 (2) of the Columbus Code of Ordinances.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #6.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Annual Unused Sick Leave Payment
AGENDA SUMMARY:	Approval is requested to authorize payment to employees for unused sick leave in accordance with 16B-15-6 (2) of the Columbus Code of Ordinances.
INITIATED BY:	Human Resources Department

Recommendation: Approve a resolution authorizing payment to employees for unused sick leave in accordance with 16B-15-6(2) of the Columbus Code of Ordinances.

Background: It has been past practice that: When a City official or an employee shall have accumulated thirty (30) days of sick leave by the end of the last pay period in November, he/she may be paid in cash each year by December 25 for one fourth (1/4) of accumulated sick leave beyond the base thirty (30) days, not to exceed 13 days.

Analysis: As part of the FY2022 Budget, \$ 365,000.00 was allocated to pay for this benefit. The required expenditure may or may not exceed this amount.

Financial Considerations: None, other than as noted in the analysis.

Legal Considerations: The requested expenditure requires Council approval.

Recommendations/Actions: Finance and Human Resources recommends the approval of a resolution authorizing payment to employees for unused sick leave in accordance with 16B-15-6(2) of the Columbus Code of Ordinances.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING PAYMENT TO EMPLOYEES FOR UNUSED SICK LEAVE IN ACCORDANCE WITH 16B-15-6 (2) OF THE COLUMBUS CODE OF ORDINANCES;

WHEREAS, Ordinance# 71-213 as amended by Ordinance# 72-255, and as codified in 16B-15-6 (2), provides as follows:

“When a City official or an employee shall have accumulated thirty (30) days of sick leave by the end of the last pay period in November, they may be paid in cash each year by December 25 for one fourth (1/4) of accumulated sick leave beyond the base thirty (30) days, and the other three fourths (3/4) above the thirty (30) days shall be added to their sick leave reserve accumulation until a maximum of sixty (60) days shall be attained in the reserve accumulation”; and,

WHEREAS, the last bi-weekly pay period in November will end on November 26, 2021; and the payment of unused sick leave has been provided for in the FY22 budget,

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

1. That the employees and officials of Columbus, Georgia who are eligible for sick leave benefits shall be paid for 25% of unused sick leave in excess of 30 days’ base accumulation through November 26, 2021.

2. That the payments shall be calculated in accordance with the above recited Ordinance at the normal regular rate of compensation for each employee as of November 26, 2021.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, Mayor

File Attachments for Item:**State of Georgia Criminal Justice Coordinating Council- State of Georgia FY2022 Law Enforcement Training Program Grant**

Approval is requested to apply for and accept a grant in the amount of \$52,000.00, or as otherwise awarded, from the Georgia Criminal Justice Coordinating Council, with no local match required and amend the Multi-Government Fund by the award amount.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #

TO:	Mayor and Councilors
AGENDA SUBJECT:	State of Georgia Criminal Justice Coordinating Council- State of Georgia FY2022 Law Enforcement Training Program Grant
AGENDA SUMMARY:	Approval is requested to apply for and accept a grant in the amount of \$52,000.00, or as otherwise awarded, from the Georgia Criminal Justice Coordinating Council, with no local match required and amend the Multi-Government Fund by the award amount.
INITIATED BY:	Muscogee County Sheriff's Office

Recommendation: Approval is requested to apply for and accept a grant in the amount of \$52,000.00, or as otherwise awarded, from the Georgia Criminal Justice Coordinating Council, with no local match required and amend the Multi-Government Fund by the award amount.

Background: For fiscal year 2022, Governor Brian Kemp and State Legislature approved \$7.5 million to provide a law enforcement training grant program for state and local law enforcement agencies. The program is designed to grant funds on a competitive basis to qualified state and local law enforcement agencies to support training for law enforcement officers in one of the following topic areas:

- Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas),
- Crisis Intervention Team (CIT) training, and
- Training to support officer mental health.

Analysis: The Muscogee County Sheriff's Office will purchase training equipment, curriculum materials, and pay Independent Contractors from the Pastoral Institute to conduct training sessions with funds being reimbursed by the state.

Financial Considerations: The grant is for training equipment, classes and materials that will enhance the treatment of the trauma patient amounting to \$52,000.00, with no matching funds required.

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

Recommendation/Action: Approval is requested to apply for and accept a grant in the amount of \$52,000.00, or as otherwise awarded, from the Georgia Criminal Justice Coordinating Council, with no local match required and amend the Multi-Government Fund by the award amount.

A RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT OF \$52,000.00, OR AS OTHERWISE AWARDED, FROM THE STATE OF GEORGIA CRIMINAL JUSTICE COORDINATING COUNCIL- STATE OF GEORGIA FY2022 LAW ENFORCEMENT TRAINING PROGRAM GRANT, WITH NO LOCAL MATCH REQUIREMENT AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT AWARDED. FUNDS WILL BE UTILIZED FOR THE PURCHASE OF TRAINING EQUIPMENT AND CONDUCTING MENTAL HEALTH CLASSES FOR DEPUTIES AND CORRECTIONS OFFICERS TO SUPPORT THE MENTAL HEALTH OF THE OFFICERS AND ENHANCE RESPONSE TO USE OF FORCE INCIDENTS

WHEREAS, training in the care of their mental health leads law enforcement officers to be less reactive, enables wiser assessments and interventions in de-escalating tense situations, and reduces the need for the use of force, thus reducing liability and risk of injury; and,

WHEREAS, the Muscogee County Sheriff's Office has been approved by the Georgia Criminal Justice Coordinating Council to receive \$52,000.00 of grant monies; and,

WHEREAS, the purchase of training equipment, curriculum materials and conducting classes will lead to better mental health of deputies and Corrections Officers; and,

WHEREAS, the funds have been allocated through the 2022 Georgia Criminal Justice Coordinating Council- State of Georgia FY2022 Law Enforcement Training Program Grant; and,

WHEREAS, the equipment will be utilized to enhance the mental health of deputies and Corrections Officers in Columbus, Muscogee County; and,

WHEREAS, this grant proposal requires purchase of equipment with state reimbursement of funds with no matching funds required.

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

- 1) That the City Manager is hereby authorized to apply for and accept a Georgia Criminal Justice Coordinating Council- State of Georgia FY2022 Law Enforcement Training Program Grant of \$52,000.00, or as otherwise awarded.
- 2) Amend the Multi-Governmental Fund by \$52,000.00 or the actual amount funded.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 16th day of November, 2021 and adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

A. Asbestos Abatement for Former Georgia State Farmers Market – RFP No. 22-0001

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Asbestos Abatement for Former Georgia State Farmers Market – RFP No. 22-0001
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of a contract with W. T. Miller, LLC (Cataula, GA) for asbestos abatement services.

W. T. Miller, LLC will provide all labor, materials, equipment, permits, and incidentals necessary to complete all tasks associated with remediating asbestos-containing building materials identified in six structures of the former Georgia State Farmers Market, which is located at 318 10th Avenue.

This project is funded in part by a US EPA Brownfields Cleanup Grant intended to remediate asbestos containing building materials identified in the site structures during a hazardous materials survey performed by Terracon Consultants, Inc, the City's contracted environmental consultant for Brownfield Assessments. The services will be performed in accordance with the survey results listed in the Hazardous Materials Report dated June 14, 2018 and in accordance with the Analysis of Brownfield Cleanup Alternatives (ABCA).

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry and DemandStar on July 21, 2021. This RFP has been advertised, opened, and evaluated. Four proposals were received on September 10, 2021, from the following:

W. T. Miller, LLC (Cataula, GA)

American Property Restoration (Atlanta, GA)

BluSky Restoration Contractors, LLC (Norcross, GA)

Southeast Demolition & Environmental Services, Inc. (Atlanta, GA)

The following events took place after receipt of the proposal.

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Pre-Evaluation Meeting	10/20/21	The Purchasing Manager advised Evaluation Committee members of the RFP rules and process, and the using department representative provided an overview.

		Proposals were emailed to each committee member to review.
1 st Evaluation Meeting	11/02/21	The Evaluation Committee discussed all proposals and determined clarifications were not required.
Evaluation Forms Sent	11/03/21	Evaluation forms were forwarded to the voting committee members.
Evaluation Forms Returned	11/10/21	The last set of evaluation forms were returned to the Purchasing Division.
Evaluation Results	11/10/21	The evaluation results were forwarded to the committee. The voting committee members unanimously recommended award to the highest-scoring contractor of W. T. Miller, LLC.

Evaluation Committee:

The proposals were reviewed by members of the Evaluation Committee, which consisted of two voting members from the Community Reinvestment Department and a voting member from the Engineering Department.

A representative from the Inspections and Code Department and a representative from the Columbus Civic Center served as alternate voters.

A representative from Terracon Consultants, Inc. and an additional representative from the Community Reinvestment Department served as non-voting advisors.

Award Recommendation:

Based on the evaluation ballots results, the voting committee members unanimously recommended award to the highest-scoring contractor of W. T. Miller, LLC.

Vendor Qualifications/Experience:

- W. T. Miller, LLC has been performing abatement and demolition services since December 2012.
- The Georgia Department of Natural Resources, Environmental Protection Division, licensed W. T. Miller, LLC as an asbestos contractor firm. Additionally, the firm's chief operating officer and asbestos abatement supervisor are both certified as asbestos contractor supervisors.
- W. T. Miller, LLC has had a working relationship with the Environmental Protection Division (Georgia) since 2013, including asbestos abatement on the following local projects:
 - Residential properties throughout the area, as the City's contracted provider of demolition services.
 - Multiple buildings for the GDOT Buena Vista Road interchange project.
 - Multiple school buildings for the Muscogee County School District.
 - Claflin School Renovation project.
 - Multiple renovations at the Piedmont Medical Center.
 - Columbus Federal Courthouse / Post Office.

- Old Tank Farm in Columbus.
 - Multiple projects located on Fort Benning.
 - Multiple projects for Columbus State University.
- Below are the last three entities for whom W. T. Miller has performed similar work
 - Bailey Harris Construction Company August 2021 – September 2021
At the EJI Legacy Plaza in Montgomery, AL, the contractor abated the existing asbestos flooring, sink coating, exterior caulk, roof cement, roof flashing, roof membrane, cementitious side panels, and mastic on three buildings prior to demolition of the buildings.
 - Georgia Department of Transportation November 2020 – June 2021
At the Buena Vista Road interchange, the contractor performed asbestos abatement on Parcel 35 (textured ceiling) and Parcel 39 (roofing, floor tile, mastic, and joint compound) prior to demolition of the commercial buildings.
 - Brasfield & Gorrie, LLC November 2020 – July 2021
At the Rothschild Building, the contractor performed asbestos abatement on the existing roof and windows.

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 has been submitted to the City Manager in a separate memo for informational purposes.

Funds are budgeted in the FY22 Budget: Multi-Government Project Fund – Community Reinvestment – Brownfields Cleanup Grant – Contractual Services; 0216-245-3492-BRWN-6319.

A RESOLUTION**NO. _____****A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH W. T. MILLER, LLC (CATAULA, GA) FOR ASBESTOS ABATEMENT SERVICES FOR SIX OF THE STRUCTURES IN THE FORMER GEORGIA STATE FARMERS MARKET.**

WHEREAS, an RFP was administered (RFP No. 22-0001) and four proposals were received; and,

WHEREAS, the proposal submitted by W. T. Miller, LLC met all proposal requirements and was deemed 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 W. T. Miller, LLC (Cataula, GA) for asbestos abatement services for six of the structures in the former Georgia State Farmers Market. Funds are budgeted in the FY22 Budget: Multi-Government Project Fund – Community Reinvestment – Brownfields Cleanup Grant – Contractual Services; 0216-245-3492-BRWN-6319.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

B. Two 2022 Ford Escape S Compact SUVs – Georgia Statewide Contract Cooperative Purchase

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Two 2022 Ford Escape S Compact SUVs – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of two (2) vehicles (2022 Ford Escape S Compact SUV) for the Board of Tax Assessor's Office from Allan Vigil Ford (Morrow, GA), at a unit price of \$21,300.00, and a total price of \$42,600.00. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002.

The vehicles will be used by staff in the day-to-day operations of the department. These are new vehicles.

Funds are budgeted in the FY22 Budget: General Fund – Board and Commissions – Tax Assessors – Light Trucks; 0101 – 290 – 1000 – TAXA – 7722.

A RESOLUTION**NO. _____**

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) VEHICLES (2022 FORD ESCAPE S COMPACT SUV) FOR THE BOARD OF TAX ASSESSOR'S OFFICE FROM ALLEN VIGIL FORD (MORROW, GA) AT A UNIT PRICE OF \$21,300.00, AND A TOTAL PRICE OF \$42,600.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-ES40199373-002.

WHEREAS, the vehicles were approved in the FY22 Budget and will be used by staff in the day-to-day operations of the department. These are new vehicles.

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

That the City Manager is hereby authorized to purchase two (2) vehicles (2022 Ford Escape S Compact SUV) from Allen Vigil Ford (Morrow, GA) at a unit price of \$21,300.00, and a total price of \$42,600.00. Funds are budgeted in the FY22 Budget: General Fund – Board and Commissions – Tax Assessors – Light Trucks; 0101 – 290 – 1000 – TAXA – 7722.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

C. Twelve (12) Zero-Turn Mowers For Public Works – Georgia Statewide Contract Cooperative Purchase

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Twelve (12) Zero-Turn Mowers For Public Works – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of eight (8) zero-turn mowers (John Deere Z930M), at a unit price of \$9,496.42, and a total price of \$75,971.36; and four (4) zero-turn mowers (John Deere Z960M) at a unit price of \$10,776.62, and a total price of \$43,106.48; for a grand total price of \$119,077.84, from Deere & Company (Cary, NC). The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-001-SPD0000177-0026.

The equipment will be used by staff in the daily operations of the Urban Forestry & Beautification Division of the Public Works Department. This is replacement equipment.

Funds are available in the FY22 Budget as follows: Paving Fund – Public Works – Right of Way Maintenance – Capital Expend-Over \$5,000; 0203-260-3120-ROWM-7761.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF EIGHT (8) ZERO-TURN MOWERS (JOHN DEERE Z930M), AT A UNIT PRICE OF \$9,496.42, AND A TOTAL PRICE OF \$75,971.36; AND FOUR (4) ZERO-TURN MOWERS (JOHN DEERE Z960M) AT A UNIT PRICE OF \$10,776.62, AND A TOTAL PRICE OF \$43,106.48; FOR A GRAND TOTAL PRICE OF \$119,077.84, FROM DEERE & COMPANY (CARY, NC). THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-001-SPD0000177-0026.

WHEREAS, the equipment will be used by staff in the daily operations of the Urban Forestry & Beautification Division of the Public Works Department of the Public Works Department. This is replacement equipment.

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

That the City Manager is hereby authorized to purchase eight (8) zero-turn mowers (John Deere Z930M), at a unit price of \$9,496.42, and a total price of \$75,971.36; and four (4) zero-turn mowers (John Deere Z960M) at a unit price of \$10,776.62, and a total price of \$43,106.48; for a grand total price of \$119,077.84, from Deere & Company (Cary, NC). The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-001-SPD0000177-0026. Funds are available in the FY22 Budget as follows: Paving Fund – Public Works – Right of Way Maintenance – Capital Expend-Over \$5,000; 0203-260-3120-ROWM-7761.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

D. Contract Amendment for NEOGOV Application Management Tracking System

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Contract Amendment for NEOGOV Application Management Tracking System
INITIATED BY:	Finance Department

It is requested that Council approve the contract amendment with Governmentjobs.com Inc., d/b/a NEOGOV (El Segundo, CA), to add the Learn Subscription (LE) Module in the total amount of \$148,529.16. To obtain the reduced pricing (50% reduction of first year costs), CCG will agree to the subscription service for the Learn Subscription (LE) module through June 30, 2024. Consequently, seven (7) months of the contract amendment, in the amount of \$26,169.08, will be paid in FY22, which will include implementation and training. The next full year of the contract amendment, in the amount of \$54,066.08, will be budgeted in FY23. The final full year of the contract amendment, in the amount of \$68,294.00, will be budgeted in FY24. Payments for annual maintenance/support renewals, including cost increases for all aspects of the system, will be budgeted in the appropriate subsequent fiscal years. Future renewals will be coterminous with other invoicing from Neogov that is licensed from July-June.

Neogov is the online application and applicant tracking system utilized by Human Resources and was originally purchased in 2010, in the amount of \$22,500, which at the time did not require Council approval. After that agreement expired, per Resolution #221-18 (Cooperative Purchase), Council approved the contract with NEOGOV to provide approval the annual subscription for the online application management tracking system. NEOGOV is the nation's largest cloud software for Human Resources in government and education, allowing job seekers to quickly apply online for current vacancies or sign up for new openings that become available. Using the NEOGOV technology, HR and department managers can access online records to expedite hiring and provide greater accountability when selecting new employees. NEOGOV streamlines the job search and application process for job seekers and allows hiring managers to more effectively create minimum qualifications to sort through a pool of applicants. Per Resolution #147-19, Council approved the addition of the Onboarding and E-Forms modules.

The Neogov Learn (LE) module will allow Human Resources the ability to provide more opportunities for online employee training which cultivates growth, promotes excellence, and improves retention. This module will be added to the current software already in use from Neogov/GovernmentJobs.com, Inc., who developed the software; therefore, the vendor is considered an Only Known Source, per Section 3-114 of the Procurement Ordinance.

Funds are budgeted in the FY22 Budget: General Fund- Information Technology-Software Lease; 0101 – 210 – 1000 – ISS - 6541.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CONTRACT AMENDMENT WITH GOVERNMENTJOBS.COM INC., D/B/A NEOGOV (EL SEGUNDO, CA), TO ADD THE LEARN SUBSCRIPTION (LE) MODULE IN THE TOTAL AMOUNT OF \$148,529.16. TO OBTAIN THE REDUCED PRICING (50% REDUCTION OF FIRST YEAR COSTS), CCG WILL AGREE TO THE SUBSCRIPTION SERVICE FOR THE LEARN SUBSCRIPTION (LE) MODULE THROUGH JUNE 30, 2024. CONSEQUENTLY, SEVEN (7) MONTHS OF THE CONTRACT AMENDMENT, IN THE AMOUNT OF \$26,169.08, WILL BE PAID IN FY22, WHICH WILL INCLUDE IMPLEMENTATION AND TRAINING. THE NEXT FULL YEAR OF THE CONTRACT AMENDMENT, IN THE AMOUNT OF \$54,066.08, WILL BE BUDGETED IN FY23. THE FINAL FULL YEAR OF THE CONTRACT AMENDMENT, IN THE AMOUNT OF \$68,294.00, WILL BE BUDGETED IN FY24. PAYMENTS FOR ANNUAL MAINTENANCE/SUPPORT RENEWALS, INCLUDING COST INCREASES FOR ALL ASPECTS OF THE SYSTEM, WILL BE BUDGETED IN THE APPROPRIATE SUBSEQUENT FISCAL YEARS. FUTURE RENEWALS WILL BE COTERMINOUS WITH OTHER INVOICING FROM NEOGOV THAT IS LICENSED FROM JULY-JUNE.

WHEREAS, Neogov is the online application and applicant tracking system utilized by Human Resources and was originally purchased in 2010, in the amount of \$22,500, which at the time did not require Council approval. After that agreement expired, per Resolution #221-18 (Cooperative Purchase), Council approved the contract with NEOGOV to provide approval the annual subscription for the online application management tracking system. NEOGOV is the nation's largest cloud software for Human Resources in government and education, allowing job seekers to quickly apply online for current vacancies or sign up for new openings that become available. Using the NEOGOV technology, HR and department managers can access online records to expedite hiring and provide greater accountability when selecting new employees. NEOGOV streamlines the job search and application process for job seekers and allows hiring managers to more effectively create minimum qualifications to sort through a pool of applicants. Per Resolution #147-19, Council approved the addition of the Onboarding and E-Forms modules; and,

WHEREAS, the Neogov Learn (LE) module will allow Human Resources the ability to provide more opportunities for online employee training which cultivates growth, promotes excellence, and improves retention. This module will be added to the current software already in use from Neogov/GovernmentJobs.com, Inc., who developed the software; therefore, the vendor is considered an Only Known Source, per Section 3-114 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to amend the contract with Governmentjobs.com Inc., d/b/a NEOGOV (El Segundo, CA), to add the Learn Subscription

(LE) Module in the total amount of \$148,529.16. To obtain the reduced pricing (50% reduction of first year costs), CCG will agree to the subscription service for the Learn Subscription (LE) module through June 30, 2024. Consequently, seven (7) months of the contract amendment, in the amount of \$26,169.08, will be paid in FY22, which will include implementation and training. The next full year of the contract amendment, in the amount of \$54,066.08, will be budgeted in FY23. The final full year of the contract amendment, in the amount of \$68,294.00, will be budgeted in FY24. Payments for annual maintenance/support renewals, including cost increases for all aspects of the system, will be budgeted in the appropriate subsequent fiscal years. Future renewals will be coterminous with other invoicing from Neogov that is licensed from July-June. Funds are budgeted in the FY22 Budget: General Fund- Information Technology-Software Lease; 0101 – 210 – 1000 – ISS - 6541.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

E. Household Garbage and Yard Waste Cart Services – HGACBUY Cooperative Contract

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Household Garbage and Yard Waste Cart Services – HGACBUY Cooperative Contract
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of household garbage and yard waste cart services from IPL North, Inc. (Forsyth, GA), in the amount of \$6,940,400.00. The purchase will be accomplished by Cooperative Purchase, via HGACBuy Contract #RC01-21.

The vendor will provide, have assembled, and distribute approximately 120,000 Household Garbage and Yard Waste Carts to allow for the implementation of an automated Waste Collection Program within Muscogee, County.

Quotes were requested of the following vendors already under Cooperative Contract:

Vendor	Cooperative Contract	Quote Amount
IPL North America, Inc.	HGACBuy, Contract #RC01-21	\$6,940,400.00
Schaffer Systems International, Inc	HGACBuy, Contract #RC01-21	7,195,200.00
Toter LLC/Wastequip, LLC	Sourcewell, Contract #041521-TOT	7,707,208.26

HGACBuy Cooperative issued Bid #RC01-21 on June 16, 2020, for Refuse and Recycling Containers & Lifters, whereby IPL North Inc., was one of the successful vendors awarded the contract. The term of the contract is January 1, 2021 - December 31, 2023. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. The Bid process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Article 3-118 of the Procurement Ordinance.

Funds are available in the FY22 Budget as follows:

Funding in the amount of \$6,829,950.00 is available in ARP Funding as: American Rescue Plan- Fiscal Recovery Funds – Federal ARP – Federal Public Health & Safety H&W – Operating Materials – Automation of Garbage Collection; 0218-691-1000-ARPH-6728-40300-20220.

Funding in the amount of \$110,450.00 will be paid from: Integrated Waste Management Fund – Public Works – Pine Grove Landfill – Contractual Services; 0207 – 260 – 3560 – PGRO – 6319.

A RESOLUTION**NO. _____**

A RESOLUTION AUTHORIZING THE PURCHASE OF HOUSEHOLD GARBAGE AND YARD WASTE CART SERVICES FROM IPL NORTH, INC. (FORSYTH, GA), IN THE AMOUNT OF \$6,940,400.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE, VIA HGACBUY CONTRACT #RC01-21.

WHEREAS, the vendor will provide, have assembled and distribute approximately 120,000 Household Garbage and Yard Waste Carts to allow for the implementation of an automated Waste Collection Program within Muscogee, County; and,

WHEREAS, Quotes were requested of the following vendors already under Cooperative Contract

Vendor	Cooperative Contract	Quote Amount
IPL North America, Inc.	HGACBuy, Contract #RC01-21	\$6,940,400.00
Schaffer Systems International, Inc	HGACBuy, Contract #RC01-21	7,195,200.00
Toter LLC/Wastequip, LLC	Sourcewell, Contract #041521-TOT	7,707,208.26

WHEREAS, HGACBuy Cooperative issued Bid #RC01-21 on June 16, 2020, for Refuse and Recycling Containers & Lifters, whereby IPL North Inc., was one of the successful vendors awarded the contract. The term of the contract is January 1, 2021 - December 31, 2023. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. The Bid process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Article 3-118 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase household garbage and yard waste cart services from IPL North, Inc. (Forsyth, GA), in the amount of \$6,940,400.00. The purchase will be accomplished by Cooperative Purchase, via HGACBuy Contract #RC01-21. Funds are available in the FY22 Budget as follows:

Funding in the amount of \$6,829,950.00 is available in ARP Funding as: American Rescue Plan- Fiscal Recovery Funds – Federal ARP – Federal Public Health & Safety H&W – Operating Materials – Automation of Garbage Collection; 0218-691-1000-ARPH-6728-40300-20220.

Funding in the amount of \$110,450.00 will be paid from: Integrated Waste Management Fund – Public Works – Pine Grove Landfill – Contractual Services; 0207 – 260 – 3560 – PGRO – 6319.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

F. Twelve (12) Ford Explorer Mid-Size SUVs (Unmarked/Non-Pursuit) For Columbus Police Department – Georgia Statewide Contract Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Twelve (12) Ford Explorer Mid-Size SUVs (Unmarked/Non-Pursuit) For Columbus Police Department – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of twelve (12) unmarked non-pursuit SUVs (2022 Ford Explorer Mid-Size SUVs) for the Columbus Police Department, from Allan Vigil Ford (Morrow, GA), at a unit price of \$28,400.00, and a total price of \$340,800.00, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002.

Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

The vehicles were approved in the FY22 Budget and will be used by staff in the daily performance of their duties. These are replacement vehicles.

Funds are budgeted in the FY22 Budget: LOST-Public Safety Fund – Police – Public Safety-LOST – Light Trucks; 0102 – 400 – 9900 – LOST – 7722.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWELVE (12) UNMARKED NON-PURSUIT MID-SIZE SUVS (2022 FORD EXPLORER) FOR THE COLUMBUS POLICE DEPARTMENT FROM ALLAN VIGIL FORD (MORROW, GA), AT A UNIT PRICE OF \$28,400.00, AND A TOTAL PRICE OF \$340,800.00, BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-ES40199373-002.

WHEREAS, the vehicles were approved in the FY22 Budget and will be used by staff in the daily performance of their duties. These are replacement vehicles; and,

WHEREAS, Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase twelve (12) unmarked non-pursuit SUVs (2022 Ford Explorer Mid-Size SUVs) for the Columbus Police Department, from Allan Vigil Ford (Morrow, GA), at a unit price of \$28,400.00, and a total price of \$340,800.00, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Funds are budgeted in the FY22 Budget: LOST-Public Safety Fund – Police – Public Safety-LOST – Light Trucks; 0102 – 400 – 9900 – LOST – 7722.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

G. Three (3) 2022 Ford Explorer Mid-Size SUVs for Public Works – Georgia Statewide Contract Cooperative Purchase

**SUVWColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Three (3) 2022 Ford Explorer Mid-Size SUVs for Public Works – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of three (3) pool vehicles (2022 Ford Explorer Mid-Size SUVs) for the Public Works Department, from Allan Vigil Ford (Morrow, GA) at a unit price of \$28,560.00, and a total price of \$85,680.00. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002.

The vehicles will be used in the daily operations of the City and be available to other departments for use in their operations/travel when needed. These are replacement vehicles.

Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY22 Budget as follows: General Fund – Miscellaneous – Non-Categorical – Light Trucks; 0101-590-3000-NCAT-7722.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) POOL VEHICLES (2022 FORD EXPLORER MID-SIZE SUVS) FOR THE PUBLIC WORKS DEPARTMENT, FROM ALLAN VIGIL FORD (MORROW, GA), AT A UNIT PRICE OF \$28,560.00, AND A TOTAL PRICE OF \$85,680.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-ES40199373-002.

WHEREAS, the vehicles will be used in the daily operations of the City and be available for use in their operations/travel when needed. These are replacement vehicles.

WHEREAS, Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract available for use by any Georgia governmental entity. They City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase three (3) pool vehicles (2022 Ford Explorer Mid-Size SUVs) for the Public Works Department, from Allan Vigil Ford (Morrow, GA) at a unit price of \$28,560.00, and a total price of \$85,680.00, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Funds are budgeted in the FY22 Budget as follows: General Fund – Miscellaneous – Non-Categorical – Light Trucks; 0101-590-3000-NCAT-7722.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

H. Ten (10) Pursuit Utility Vehicles For Muscogee County Sheriff's Office – Georgia Statewide Contract Cooperative Purchase

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Ten (10) Pursuit Utility Vehicles For Muscogee County Sheriff's Office – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of ten (10) pursuit utility vehicles (2022 Ford Explorer SUV) for the Muscogee County Sheriff's Office, from Wade Ford (Smyrna, GA), at a unit price of \$39,669.00, and a total price of \$396,690.00, by Cooperative Purchase via Georgia Statewide Contract #ES-RFR-40199-409.

The vehicles will be used by staff in the daily performance of their duties. These are replacement vehicles.

Georgia Statewide Contract #ES-RFR-40199-409 is a cooperative contract available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are available in the FY22 Budget via OLOST Public Safety Reserves. The purchase of the equipment will be made from: LOST-Public Safety Fund – Sheriff – Public Safety-LOST – Light Trucks; 0102 – 550 – 9900 – LOST – 7722.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TEN (10) PURSUIT UTILITY VEHICLES (2022 FORD EXPLORER SUV) FOR THE MUSCOGEE COUNTY SHERIFF'S OFFICE FROM WADE FORD (SMYRNA, GA), AT A UNIT PRICE OF \$39,669.00, AND A TOTAL PRICE OF \$396,690.00, BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #ES-RFR-40199-409.

WHEREAS, the vehicles were approved in the FY22 Budget and will be used by staff in the daily performance of their duties. These are replacement vehicles; and,

WHEREAS, Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase ten (10) pursuit utility vehicles (2022 Ford Explorer SUV) for the Muscogee County Sheriff's Office, from Wade Ford (Smyrna, GA), at a unit price of \$39,669.00, and a total price of \$396,690.00, by Cooperative Purchase via Georgia Statewide Contract #ES-RFR-40199-409. Funds are available in the FY22 Budget via OLOST Public Safety Reserves. The purchase of the equipment will be made from: LOST-Public Safety Fund – Sheriff – Public Safety-LOST – Light Trucks; 0102 – 550 – 9900 – LOST – 7722.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

I. Contract Extension for Real Estate Appraisal Services (Annual Contract) – RFP No. 15-0021

**WColumbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Contract Extension for Real Estate Appraisal Services (Annual Contract) – RFP No. 15-0021
INITIATED BY:	Finance Department

It is requested that Council authorize the extension of the Real Estate Appraisal Services contract with Norris Appraisal Group, LLC (Columbus, GA), for an additional 6-month period.

Norris Appraisal Group, LLC performs real estate appraisal services on an “as needed” basis for various projects involving land acquisition and disposition services for Columbus Consolidated Government for the Community Reinvestment Department and the Planning Department, Real Estate Appraisal Services Right-of-Way Acquisition Division.

Per Resolution No. 294-15, Council authorized a five-year contract with Norris Appraisal Group, LLC. The contract expired on November 30, 2020. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, and at the request of the Community Reinvestment and Planning Department, Real Estate Appraisal Services Right-of-Way Acquisition Division, the contract was extended for one year, through November 30, 2021. Contract extensions beyond one year require Council approval. The contract extension is necessary to allow time for a new RFP to be advertised and awarded.

Funds will be budgeted each fiscal year for this on-going expense: General Fund – Community Reinvestment – Real Estate – Appraisals, 0101-245-2400-REAL-6373; and Other various projects will be funded through the Capital Improvement Project Financing.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF THE REAL ESTATE APPRAISAL SERVICES CONTRACT WITH NORRIS APPRAISAL GROUP, LLC (COLUMBUS, GA) FOR AN ADDITIONAL 6-MONTH PERIOD.

WHEREAS, Norris Appraisal Group, LLC performs real estate appraisal services on an “as needed” basis for various projects involving land acquisition and disposition services for Columbus Consolidated Government for the Community Reinvestment Department and the Planning Department, Real Estate Appraisal Services Right-of-Way Acquisition Division; and,

WHEREAS, per Resolution No. 294-15, Council authorized a five-year contract with Norris Appraisal Group, LLC. The contract expired on November 30, 2020. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, and at the request of the Community Reinvestment and Right-of-Way Acquisition Department, the contract was extended for one year, through November 30, 2021. Contract extensions beyond one year require Council approval. The contract extension is necessary to allow time for a new RFP to be advertised and awarded.

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

That the City Manager is hereby authorized to extend the contract for Real Estate Appraisal Services with Norris Appraisal Group, LLC (Columbus, GA) for an additional 6-month period. Funds will be budgeted each fiscal year for this on-going expense: General Fund – Community Reinvestment – Real Estate – Appraisals, 0101-245-2400-REAL-6373; and Other various projects will be funded through the Capital Improvement Project Financing.

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

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

Agenda Item - Page 2 of 3

Councilor Woodson voting _____.

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

DATE: November 16, 2021
TO: Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFPs

November 19, 2021

Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (Annual Contract) – RFP No. 22-0012

Scope of RFP

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for anchor tenants for concession and retail services at the Columbus Civic Center. The City has identified the need to contract with additional vendors to provide the requested services. The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Vendors responding to the Primary Contract are not required to submit for this Secondary Contract.

Frames, Grates, Covers & Inlets (Annual Contract) – RFB No. 22-0020

Scope of RFB

Columbus Consolidated Government is requesting bids from vendors to provide frames, grates, covers and inlets for stormwater management to be purchased on an “as needed” basis.

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

December 1, 2021

METRA Adopt-A-Stop Signs (Annual Contract) – RFB No. 22-0021

Scope of Bid

Columbus Consolidated Government is requesting bids from qualified vendors to provide EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System’s bus stop posts as part of METRA’s “Adopt-A-Stop” program. The contract period shall be for three (3) years.

December 3, 2021**Comprehensive Inmate Healthcare Services for Muscogee County Jail (Annual Contract) – RFP No. 22-0016****Scope of RFP**

Columbus Consolidated Government, on behalf of the Muscogee County Sheriff's Office, is seeking proposals for the provision of healthcare services for offenders incarcerated at the Muscogee County Jail. The requested services consist of medical, dental, and mental health, as well as healthcare personnel. Medical services include but not are limited to x-ray, laboratory, and prescription drug services for an average daily population of approximately 975 inmates.

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

December 10, 2021**Vending Machine Services (Annual Contract) – RFP No. 22-0007****Scope of RFP**

Columbus Consolidated Government is seeking proposals from qualified vendors to provide vending machine services for various City Departments. The contract term shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

**Columbus Consolidated Government
Bid Advertisement - Agenda Item**

DATE: November 16, 2021

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

November 19, 2021

1. Anchor Tenants for Concession & Retail Services/Columbus Civic Center II (Annual Contract) – RFP No. 22-0012

Scope of RFP

The Consolidated Government of Columbus, Georgia (the City) invites qualified offerors to submit proposals for anchor tenants for concession and retail services at the Columbus Civic Center. The City has identified the need to contract with additional vendors to provide the requested services. The term of this contract shall be for two years, with an option to renew for three additional twelve-month periods. Vendors responding to the Primary Contract are not required to submit for this Secondary Contract.

2. Frames, Grates, Covers & Inlets (Annual Contract) – RFB No. 22-0020

Scope of RFB

Columbus Consolidated Government is requesting bids from vendors to provide frames, grates, covers and inlets for stormwater management to be purchased on an “as needed” basis.

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

December 1, 2021

1. METRA Adopt-A-Stop Signs (Annual Contract) – RFB No. 22-0021

Scope of Bid

Columbus Consolidated Government is requesting bids from qualified vendors to provide EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System’s bus stop posts as part of METRA’s “Adopt-A-Stop” program. The contract period shall be for three (3) years.

December 3, 2021

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

Scope of RFP

Columbus Consolidated Government, on behalf of the Muscogee County Sheriff’s Office, is seeking proposals for the provision of healthcare services for offenders incarcerated at

the Muscogee County Jail. The requested services consist of medical, dental, and mental health, as well as healthcare personnel. Medical services include but not are limited to x-ray, laboratory, and prescription drug services for an average daily population of approximately 975 inmates.

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

December 10, 2021

1. Vending Machine Services (Annual Contract) – RFP No. 22-0007

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide vending machine services for various City Departments. 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:

1. The Medical Center Hospital Authority's Disclosure Report for fiscal year ended June 30, 2021.

The Medical Center Hospital Authority

Item #1.

November 1, 2021


Ms. Sandra Davis
Clerk of Council
Columbus Consolidated Government
P.O. Box 1340
Columbus, Georgia 31902

RE: Filing with Clerk of Council of The Medical Center Hospital Authority's Disclosure
Report Pursuant to O.C.G.A §31-7-90.1(b) for fiscal year ended June 30, 2021

Dear Ms. Davis:

Enclosed please find the above referenced disclosure report as required by O.C.G.A. §31-7-90.1(b) concerning any member or member's family which transacted business with the Authority during fiscal year 2021.

Sincerely,


Allen Holladay
Assistant Treasurer

AH:ks

Enclosure

**THE MEDICAL CENTER HOSPITAL AUTHORITY
DISCLOSURE REPORT PURSUANT TO O.C.G.A. §31-7-90.1(B)**

Michael Gorum, M.D. – no business transacted with the Authority by board member or a member of his family.

Max Brabson, Jr. – no business transacted with the Authority by board member or member of his family.

Mike Burns – no business transacted with the Authority by board member or member of his family.

James Crosse, M.D. – no business transacted with the Authority by board member or member of his family.

Brenda DeRamus – no business transacted with the Authority by board member or member of her family.

John Hargrove – no business transacted with the Authority by board member or member of his family.

T. Fredrick McKnight – no business transacted with the Authority by board member or member of his family.

Susan McWhirter, M.D. – no business transacted with the Authority by board member or member of her family.

Dr. Robert L. Wright – no business transacted with the Authority by board member or member of his family.

File Attachments for Item:

2. The Medical Center Hospital Authority's Community Benefit Report for the year ended June 30, 2020 and Report of Annual Activities fiscal year ended June 30, 2021.

The Medical Center Hospital Authority

Item #2.

October 29, 2021

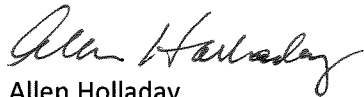
Ms. Sandra Davis
Clerk of Council
Columbus Consolidated Government
P. O. Box 1340
Columbus, Georgia 31902

RE: Filing with Clerk of Council of The Medical Center Hospital Authority's Community Benefit Report for the Authority's fiscal year ended June 30, 2020 and Report of Annual Activities fiscal year ended June 30, 2021

Dear Ms. Davis:

Enclosed please find the above referenced community benefit report as required by OCGA §31-7-90.1(a), and report of annual activities as required by OCGA §31-7-90.

Sincerely,

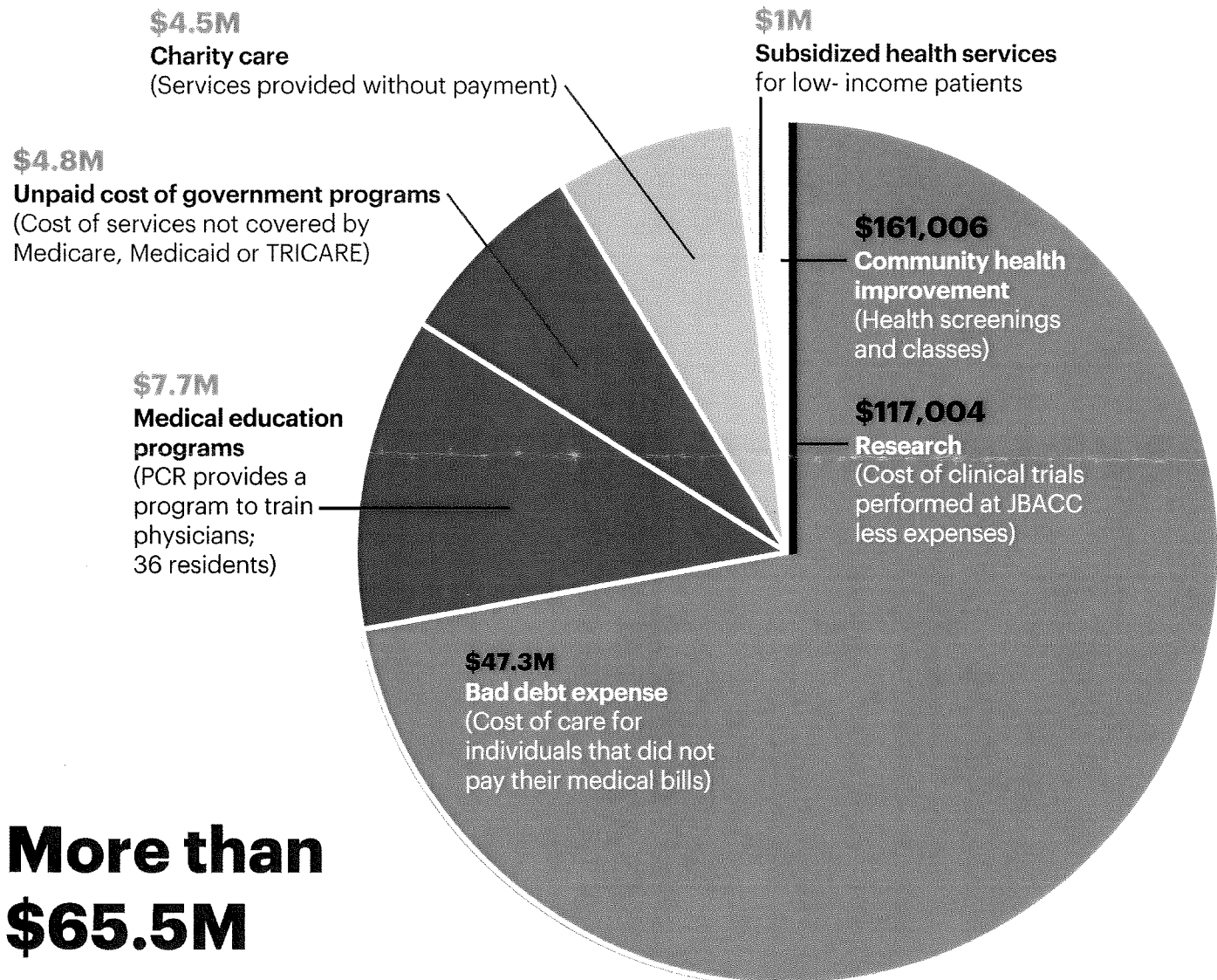


Allen Holladay
Assistant Treasurer

Enclosures

FY20 Community Benefit Overview

Item #2.



How Piedmont Columbus Regional Supported the Community in FY20

- 2,921 individuals employed
- \$225.7M in salaries and benefits
- 701 providers representing over 49 specialty areas
- 19,968 volunteer hours contributed by PCR Auxiliary
- More than \$435,781 in property taxes to government
- 21,109 inpatients in our hospitals
- 124,079 outpatient visits
- 134,160 emergency department and urgent care visits
- 2,742 babies delivered
- 211,106 physician office visits



THE MEDICAL CENTER HOSPITAL AUTHORITY

October 2021

Report of Annual Activities of The Medical Center Hospital Authority

The Medical Center Hospital Authority**Annual Report****Fiscal Year ending June 30, 2021**

The Medical Center Hospital Authority convened each quarter during the fiscal year to review financial performance, receive updates on entity operations and discuss and/or approve matters significant to the Authority. Annual activities of the Authority include:

- I. Review of Operations and Acceptance of Financial Statements for the following entities:
 - a. The Gibson Building
 - b. Spring Harbor
 - c. Piedmont Columbus Regional
- II. Review and Acceptance of various audit reports for fiscal year 2021
 - a. Audit Report – The Medical Center Hospital Authority
 - i. The Gibson Building
 - ii. Spring Harbor
- III. Review and Acceptance of annual Muscogee County Indigent Care Report for fiscal year 2021
- IV. Review and Acceptance of budgets for fiscal year 2022:
 - a. Spring Harbor (attached)
- V. Discussion and approval of the following activities:
 - a. Muscogee County Indigent Care Program utilization and impact to The Medical Center (Piedmont Columbus Regional Midtown)
 - b. Approved audit engagement for Hospital Authority and Spring Harbor audit report preparation by Dixon Hughes Goodman LLP
 - c. Approved bank resolution and associated bank signatories
 - d. Piedmont Healthcare commitment update
- VI. The Hospital Authority board members completed annual conflict of interest questionnaires and appointed a Nominating Committee.
- VII. The Hospital Authority board members were provided information on hospital medical staff activities by Piedmont Columbus Regional senior leadership.
- VIII. The Hospital Authority board members were provided information on the COVID-19 pandemic and the effects on the hospitals and staff members.

**The Medical Center Hospital Authority
Spring Harbor at Green Island
Statements of Assets, Liabilities, and Net Assets (Deficit)
Budget FY 2022**

	Budget	Projected Actual	Variance 2021	Budget		% change Bud FY 22	% change Bud FY 22
	FY 2021	FY 2021	Act to Bud	FY 2022	Inc (Dec)	Proj FY21	Bud FY 21
Net Patient and Resident Service Revenue							
Resident Fees	\$ 9,250,195	\$ 8,644,796	\$ (605,399)	\$ 9,182,730	\$ 537,933	6.22%	-0.73%
Amortization of Deferred Entrance Fees	\$ 2,547,380	\$ 2,850,778	\$ 303,398	\$ 2,406,671	\$ (444,106)	-15.58%	-5.52%
Patient Services	\$ 5,185,306	\$ 3,749,054	\$ (1,436,252)	\$ 4,400,610	\$ 651,556	17.38%	-15.13%
Other Operating Revenue	\$ -	\$ 202,202	\$ 202,202	\$ -	\$ (202,202)	-100.00%	#DIV/0!
Total Net Patient and Resident Service Revenue	\$ 16,982,881	\$ 15,446,830	\$ (1,738,253)	\$ 15,990,011	\$ 543,181	3.52%	-5.85%
Expenses							
Salaries and Wages	\$ 6,340,696	\$ 6,023,488	\$ (317,208)	\$ 6,262,880	\$ 239,393	3.97%	-1.23%
Benefits	\$ 1,104,515	\$ 999,161	\$ (105,354)	\$ 1,126,931	\$ 127,770	12.79%	2.03%
Total Labor	\$ 7,445,211	\$ 7,022,649	\$ (422,562)	\$ 7,389,812	\$ 367,163	5.23%	
Percent of Net Revenue	43.84%	45.46%		46.22%			
FTEs	131.25	123.03	(8.22)	126.50	3.46	2.82%	-3.62%
Total Labor cost per FTE	56,725	57,080	51,418	58,419	\$1,339	2.35%	2.99%
Professional Fees	\$ 106,800	\$ 92,735	\$ (14,065)	\$ 92,400	\$ (335)	-0.36%	-13.48%
Percent of Net Revenue	0.63%	0.60%		0.58%			
Supply Expense	\$ 1,391,915	\$ 1,401,995	\$ 10,080	\$ 1,232,347	\$ (169,648)	-12.10%	-11.46%
Percent of Net Revenue	8.20%	9.08%		7.71%			
Purchased Services	\$ 1,966,718	\$ 2,416,613	\$ 449,895	\$ 1,954,443	\$ (462,170)	-19.12%	-0.62%
Percent of Net Revenue	11.58%	15.64%		12.22%			
Insurance	\$ 194,746	\$ 214,014	\$ 19,268	\$ 219,674	\$ 5,660	2.64%	12.80%
Percent of Net Revenue	1.15%	1.39%		1.37%			
Maintenance and Utilities	\$ 1,405,165	\$ 1,377,133	\$ (28,033)	\$ 1,389,314	\$ 12,181	0.88%	-1.13%
Percent of Net Revenue	8.27%	8.92%		8.69%			
Other Costs	\$ 176,228	\$ 153,693	\$ (22,535)	\$ 231,456	\$ 77,763	50.60%	31.34%
Percent of Net Revenue	1.04%	0.99%		1.45%			
Depreciation and Amortization	\$ 2,326,800	\$ 2,523,099	\$ 196,299	\$ 2,375,913	\$ (147,186)	-5.83%	2.11%
Total Operating Expense	\$ 15,013,583	\$ 15,201,930	\$ 188,347	\$ 14,885,358	\$ (316,572)	-2.08%	-0.85%
Income from Operations	\$ 1,969,298	\$ 244,900	\$ (1,724,398)	\$ 1,104,653	\$ 859,753		
	11.60%	1.59%		6.91%			
Interest Expense	\$ (688,200)	\$ (688,200)	\$ -	\$ (659,282)	\$ 28,919	-4.20%	-4.20%
Percent of Net Revenue	-4.05%	-4.46%		-4.12%			
Other Operating Revenue	\$ -	\$ 13,286	\$ -	\$ -	\$ -		
Investment Return, Net	\$ (681,920)	\$ 5,315,790	\$ 5,997,710	\$ 1,945,507	\$ (3,370,283)	-63.40%	-385.30%
Percent of Net Revenue	-4.02%	34.41%		12.17%			
Non-Operating Revenue/(Expense)	\$ (1,370,120)	\$ 4,640,876	\$ 5,997,710	\$ 1,286,226	\$ (3,341,365)		
Net Income	\$ 599,178	\$ 4,885,776	\$ 4,273,312	\$ 2,390,878	\$ (2,481,611)	-51.06%	299.03%

Projected results FY 2021 are calculated by annualizing February YTD and adjusting for known factors

SPRING HARBOR AT GREEN ISLAND
BUDGET - CAPITAL
FY 2022

ITEM	Priority	Month	Department	Asset	Cost
1	4	Jan	Plant Operations	Bistro Partial Phase 2	\$ 275,000
2	4	Jan	Dining Services	Upgrade Kitchen Equipment	\$ 100,000
3	2	Dec	Plant Operations	Boiler Room Central Controls	\$ 45,000
4	3	Feb	Administration	Update Front Offices	\$ 118,400
5	4	Oct	Plant Operations	Landscape Villas	\$ 35,000
7	2	Aug	Plant Operations	Upgrade Apt Homes	\$ 275,000
8	3	Oct	Plant Operations	Replace Roof Shingles	\$ 25,000
9	4	Oct	Plant Operations	Landscape Upgrades - Misc	\$ 50,000
10	5	Oct	Plant Operations	AC Unit Replacement	\$ 150,000
11	3	Jan	Plant Operations	Gold Elevator Refurb	\$ 25,000
12	4	Jan	Plant Operations	Roof Top Units	\$ 70,000
13	3	Jul	Housekeeping	Floor Cleaner	\$ 3,800
14	4	Sep	Plant Operations	Villa Gazebo	\$ 30,000
15	4		Plant Operations	Contingency	\$ 46,200
	3		Foundation	5% of capital budget	\$ 60,110
					\$ 1,308,510

File Attachments for Item:

3. RESOLUTION - A Resolution amending Resolution No. 384-21 by ratifying the time for the December 7, 2021 Council Meeting to be held at 9:00 a.m. instead of 5:30 p.m.

RESOLUTION**NO. _____**

A Resolution amending Resolution No. 384-21 by ratifying the time for the December 7, 2021 Council Meeting to be held at 9:00 a.m. instead of 5:30 p.m.

WHEREAS, the Council approved Resolution No. 384-21 that made changes in its regular meeting schedule for December by, in part, changing the December 7, 2021 Proclamation / Resolution Session to a Regular Council Meeting to be held at 5:30 p.m.; however, the Council voted on November 9, 2021 to amend the time for the December 7, 2021 by authorizing it be held at 9:00 a.m.; and,

WHEREAS, in accordance with Section 3-103 of the Charter, the Council shall provide for regular meetings, and shall fix the date and place of all regular meetings; provided, however, that any regular meeting may be canceled upon the adoption of a resolution by a majority vote of the Council at least seven days prior to the meeting.

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

To amend the meeting time for the December 7, 2021 Council Meeting to be held at 9:00 a.m. instead of 5:30 pm.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 16th day of November, 2021 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
 Clerk of Council

B.H. "Skip" Henderson, III
 Mayor

File Attachments for Item:

4. RESOLUTION - A Resolution excusing Councilor Jerry “Pops” Barnes from the November 16, 2021 Council Meeting.

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 Jerry “Pops” Barnes is hereby excused from attendance of the November 16, 2021 Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 16th day of November 2021 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T Davis
 Clerk of Council

B. H. “Skip” Henderson, III
 Mayor

File Attachments for Item:

5. RESOLUTION - A Resolution excusing Councilor R. Walker Garrett from the November 16, 2021 Council Meeting.

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 R. Walker Garrett is hereby excused from attendance of the November 16, 2021 Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 16th day of November 2021 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T Davis
 Clerk of Council

B. H. "Skip" Henderson, III
 Mayor

File Attachments for Item:

6. Letter from the Medical Center Hospital Authority advising that the authority has selected Ms. Brenda DeRamus, Dr. Susan McWhirter and Mr. John Hargrove to serve another term of office and for Ms. Alpna Arora to succeed Dr. James Crosse. *(The Council may confirm the selection of the four board members.)*

The Medical Center Hospital Authority

October 27, 2021

Ms. Sandra Davis
Clerk of Council
Columbus Consolidated Government
P. O. Box 1340
Columbus, Georgia 31902-1340

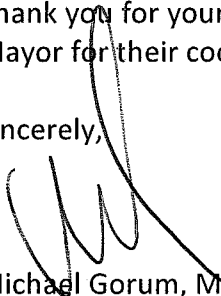
Dear Ms. Davis:

Thank you for your letter of September 16, 2021 forwarding the names of the nominees to fill the position held by Dr. James E. W. Crosse whose term ends December 31, 2021. Pursuant to the Hospital Authorities Law, we are notifying you that at its quarterly meeting on Wednesday, October 27, 2021, The Medical Center Hospital Authority Board of Trustees voted to elect Mrs. Brenda DeRamus, Dr. Susan McWhirter, and Mr. John Hargrove for another five-year term, and Mrs. Alpna Arora was elected to replace Dr. Crosse for a five-year term ending December 31, 2026.

We will appreciate you notifying Council of the decision of the Board of Trustees of The Medical Center Hospital Authority. Also, enclosed is the Oath as stated by and in the Hospital Authorities Act of Georgia, which needs to be administered to Mrs. Arora. We will appreciate it if you will ask the Mayor to administer this Oath while administering the one required by the Charter. After the Oath has been administered, please return the original to me at P.O. Box 790, Columbus, Georgia 31902-0790.

Thank you for your assistance in this matter. Please extend our appreciation to the Council and Mayor for their cooperation and assistance.

Sincerely,



Michael Gorum, M.D.
Chairman, Board of Trustees

MG/ks

Enclosure

COLUMBUS, GEORGIA

I, Alpna Arora, do solemnly swear that I am duly qualified to serve as a Member of the Medical Center Hospital Authority and that I will, to the best of my ability, faithfully discharge all of the duties and obligations devolving upon me as a Member of said Authority without fear, favor and affection and will sub-serve the best interests of Columbus, Georgia, so help me God.

Alpna Arora

Sworn to and subscribed before me,
This the _____ day of _____ 2021.

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

File Attachments for Item:

7. Minutes of the following boards:

Board of Tax Assessors, #36-21 and #37-21



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

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

Board Members

Chester Randolph
Chairman

Lanitra Sandifer Hicks
Assessor

Trey Carmack
Assessor

Todd A. Hammonds
Assessor

Jayne Govar
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #36-21

CALL TO ORDER: Vice Chairman Jayne Govar, calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, October 25, 2021, at 9:05 AM.

PRESENT ARE:

Vice Chairman Jayne Govar
Assessor Lanitra Sandifer Hicks
Assessor Todd Hammonds
Assessor Trey Carmack
Chief Appraiser Suzanne Widenhouse
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Carmack motions to accept Agenda. Assessor Sandifer Hicks seconds and the motion carries.

APPROVAL OF MINUTES: Assessor Carmack motions to accept Minutes #35-21. Assessor Sandifer Hicks seconds and the motion carries.

At 9:07, Deputy Chief Appraiser Glen Thomason presents for Administrative Division to the Board:

- Veterans Exemptions – Signed & Approved.

At 9:10, Residential Property Manager Jeff Milam presents to the Board:

- BOE Results – Placed into Record.

At 9:45, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits – #176 001 020; 176 001 020H; 176 001 021; 176 001 021A; 176 001 022 – Signed & Approved.

At 9:54, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Brownfield Application #014 006 023 - Signed and Approved.
- Commercial No Change #113 009 005L – Placed into Record.
- Settlement Offer # 112 004 002L – Assessor Carmack motions to accept value. Assessor Hammonds seconds and the motion carries.

- Waiver & Releases - #045 003 007 & 112 004 002L- Assessor Hammonds motions to accept. Assessor Carmack seconds and the motion carries.
- Homestead Removal - #127 005 008 & 080 002 049 - Assessor Sandifer Hicks recuses herself. Assessor Carmack motions to accept. Assessor Hammonds seconds and the motion carries.

At 10:40, Vice Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED: _____


MIN# 37 - 21 NOV 1 2021


C. RANDOLPH
CHAIRMAN


L. SANDIFER HICKS
ASSESSOR


T. CARMACK
ASSESSOR

absent
T.A. HAMMONDS
ASSESSOR


J. GOVAR
VICE CHAIRMAN



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

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

Board Members

Chester Randolph
Chairman

Lanitra Sandifer Hicks
Assessor

Trey Carmack
Assessor

Todd A. Hammonds
Assessor

Jayne Govar
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #37-21

CALL TO ORDER: Chairman Chester Randolph, calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, November 1, 2021, at 9:00 AM.

PRESENT ARE:

Chairman Chester Randolph
Vice Chairman Jayne Govar
Assessor Lanitra Sandifer Hicks
Assessor Trey Carmack
Chief Appraiser Suzanne Widenhouse
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Carmack motions to accept Agenda with changes as noted. Vice Chairman Govar seconds and the motion carries.

APPROVAL OF MINUTES: Assessor Carmack motions to accept Minutes #36-21. Vice Chairman Govar seconds and the motion carries.

MISCELLANEOUS: Assessor Carmack motions to excuse the absence of Assessor Hammonds this week and to excuse the absence of Chairman Chester Randolph last week. Vice Chairman Govar seconds and the motion carries.

At 9:05, Deputy Chief Appraiser Glen Thomason presents for Administrative Division to the Board:

- Veterans Exemptions – Signed & Approved.

At 9:08, Chief Appraiser Suzanne Widenhouse presents to the Board:

- BOE Certifications – Placed into Record.

At 9:10, Personal Property Manager Stacy Pollard presents to the Board:

- NOD– late filing – Signed & Approved.

At 9:12, Deputy Chief Appraiser Glen Thomason presents to the Board:


- Map Splits – 043 005 002; 043 005 002x; 101 030 009; 101 030 016; 101 030 013; 101 030 017 - Signed and Approved.

At 9:18, Chief Appraiser Suzanne Widenhouse calls for Executive Session – no vote taken.


At 9:29, Chairman Chester Randolph adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary


APPROVED: 


C. RANDOLPH
CHAIRMAN

absent
L. SANDIFER HICKS
ASSESSOR


T. CARMACK
ASSESSOR

absent
T.A. HAMMONDS
ASSESSOR


J. GOVAR
VICE CHAIRMAN

File Attachments for Item:

RESOLUTION - A Resolution excusing Councilor Judy Thomas from the November 16, 2021 Council Meeting.

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 Judy Thomas is hereby excused from attendance of the November 16, 2021 Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 16th day of November 2021 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T Davis
 Clerk of Council

B. H. "Skip" Henderson, III
 Mayor

File Attachments for Item:

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

PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

Jack Kinsman

(Mayor's Appointment)

Retired City Employee Representative

Resigned

Term Expires: June 30, 2022

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

Women: 5

Senatorial District 15: 3

Senatorial District 29: 5

COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

BOARD OF HEALTH: Dr. Jibike Joy Adegbile was nominated to succeed Dr. **Rajinder Chhokar**. *(Councilor Barnes' nominee)* **Term expires: December 31, 2026**

DEVELOPMENT AUTHORITY: Mr. Dallis Copeland was nominated to fill the unexpired term of the late Jacki Lowe. *(Mayor Pro Tem Allen's nominee)* **Term expires: April 30, 2022**

DEVELOPMENT AUTHORITY: Ms. Geniece Granville was nominated to fill the unexpired term of Ms. Lisa Smith. *(Councilor Barnes' nominee)* **Term expires: April 30, 2024**

COUNCIL APPOINTMENT: NOMINATION FROM THE COMMISSION AND MAY BE CONFIRMED FOR THIS MEETING:

AIRPORT COMMISSION:

Tana McHale

(Council's Confirmation)

Eligible to succeed

Term Expires: December 31, 2021

***The Columbus Airport Commission has submitted its nominee of Dannell Mastrean Marks for the seat of Ms. Tana McHale.**

These are five-year terms. Board meets monthly.

Women: 1

Senatorial District 15: 2

Senatorial District 29: 3

COUNCIL'S DISTRICT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

RECREATION ADVISORY BOARD:

James Wilkoff

(Council District 2- Davis)

Does not desire reappointment

Term Expires: December 31, 2021

Latisha Stephens-Archibald

(Council District 3- Huff)

Seat declared vacant

Term Expires: December 31, 2023

COUNCIL’S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:

ANIMAL CONTROL ADVISORY BOARD:

Christy Noullet

Open for Nominations

Seat Declared Vacant

(Council’s Appointment)

Term Expired: April 11, 2022

Councilor Crabb is nominating Mr. Raymond “Robbie” Culpepper for the seat of Ms. Christy Noullet.

The terms are two years. Meets as needed.

Women: 8

Senatorial District 15: 2

Senatorial District 29: 5

COOPERATIVE EXTENSION ADVISORY BOARD:

Margaret Higdon

Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations

(Council's Appointment)

The term is six years. Meets quarterly.

Women: 5

Senatorial District 15: 3

Senatorial District 29: 2

PERSONNEL REVIEW BOARD:

Tracy Walker

(Alternate Member 2)

Nominated to serve as a regular member

Term Expires: December 31, 2021

Open for Nominations

(Council's Appointment)

Darlene Small

(Alternate Member 3)

Not Eligible to succeed

Open for Nominations

(Council's Appointment)

Term Expires: December 31, 2021

Dr. Shanita Pettaway

(Alternate Member 5)

Resigned

Open for Nominations

(Council's Appointment)

Term Expires: December 31, 2022

The terms are three years. Meets weekly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 3

**Columbus Consolidated Government
Board Appointments – Action Requested**

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

A. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

Jack Kinsman

(Mayor's Appointment)

Retired City Employee Representative

Resigned

Term Expires: June 30, 2022

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

Women: 5

Senatorial District 15: 3

Senatorial District 29: 5

9. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. BOARD OF HEALTH: Dr. Jibike Joy Adegbile was nominated to succeed Dr. Rajinder Chhokar. *(Councilor Barnes' nominee)* Term expires: December 31, 2026

B. DEVELOPMENT AUTHORITY: Mr. Dallis Copeland was nominated to fill the unexpired term of the late Jacki Lowe. *(Mayor Pro Tem Allen's nominee)* Term expires: April 30, 2022

C. DEVELOPMENT AUTHORITY: Ms. Geniece Granville was nominated to fill the unexpired term of Ms. Lisa Smith. *(Councilor Barnes' nominee)* Term expires: April 30, 2024

10. COUNCIL APPOINTMENT: NOMINATION FROM THE COMMISSION AND MAY BE CONFIRMED FOR THIS MEETING:

A. AIRPORT COMMISSION:

Tana McHale**(Council's Confirmation)***Eligible to succeed*

Term Expires: December 31, 2021

***The Columbus Airport Commission has submitted its nominee of Dannell Mastrean Marks for the seat of Ms. Tana McHale.**

*These are five-year terms. Board meets monthly.***Women: 1****Senatorial District 15: 2****Senatorial District 29: 3**

11. COUNCIL'S DISTRICT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. RECREATION ADVISORY BOARD:

James Wilkoff**(Council District 2- Davis)***Does not desire reappointment*

Term Expires: December 31, 2021

Latisha Stephens-Archibald**(Council District 3- Huff)***Seat declared vacant*

Term Expires: December 31, 2023

12. COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:

A. ANIMAL CONTROL ADVISORY BOARD:

Christy Noullet

Open for Nominations

*Seat Declared Vacant***(Council's Appointment)**

Term Expired: April 11, 2022

Councilor Crabb is nominating Mr. Raymond "Robbie" Culpepper for the seat of Ms. Christy Noullet.

The terms are two years. Meets as needed.

Women: 8

Senatorial District 15: 2

Senatorial District 29: 5

B. COOPERATIVE EXTENSION ADVISORY BOARD:

Margaret Higdon

Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations
(Council's Appointment)

The term is six years. Meets quarterly.

Women: 5

Senatorial District 15: 3

Senatorial District 29: 2

C. PERSONNEL REVIEW BOARD:

Tracy Walker

(Alternate Member 2)

Nominated to serve as a regular member

Term Expires: December 31, 2021

Open for Nominations
(Council's Appointment)

Darlene Small

(Alternate Member 3)

Not Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations
(Council's Appointment)

Dr. Shanita Pettaway

(Alternate Member 5)

Resigned

Term Expires: December 31, 2022

Open for Nominations
(Council's Appointment)

The terms are three years. Meets weekly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 3