

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

Tyson Begly
Bruce Huff

R. Walker Garrett
Toyia Tucker

Judy W. Thomas
Joanne Cogle

Clerk of Council
Sandra T. Davis



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

September 12, 2023
9:00 AM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Chief Mark Burnett, Battalion Chief, Columbus Fire & EMS

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

- [1.](#) Approval of minutes for the August 29, 2023 Consent Agenda/ Work Session.

PROCLAMATIONS:

- Proclamation:** Public Safety Week
Receiving: Wayne Anthony, Pastor, St. Peter United Methodist Church
- Proclamation:** Help the Hooch Days
Receiving: Lisa Thomas-Cutts, Executive Director, Keep Columbus Beautiful Commission
- Proclamation:** National Recovery Month
Receiving: Chloe Landreth, Marketing and Outreach Representative, New Horizons Behavioral Health

5. **Proclamation:** Direct Support Professional Recognition Week
Receiving: Chloe Landreth, Marketing and Outreach Representative, New Horizons Behavioral Health
6. **Proclamation:** Constitution Week
Receiving: Faye Wells, Oglethorpe Chapter, National Society Daughters of the American Revolution

PRESENTATION:

7. Transitional Audit Report for Community Reinvestment (Presented by Donna McGinnis, Internal Auditor/Compliance Officer)

CITY ATTORNEY’S AGENDA

ORDINANCES

1. **2nd Reading-** REZN-06-23-0160: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to changes certain boundaries of a district located at **3610 and 3744 Woodruff Road** (parcel # 187-001-021) from Neighborhood Commercial (NC) Zoning District to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (1st Reading delayed from 8-8-23) (Councilor Garrett)
2. **1st Reading-** REZN-06-23-0111: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **119 Bascom Court** (parcel # 073-027-003) from Residential Office (RO) Zoning District to General Commercial (GC) Zoning District with conditions. (Planning Department and PAC recommend approval.) (Councilor Davis)
3. **1st Reading-** An ordinance amending the Columbus, Georgia Pension Plan for General Government Employees, and the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety, and the Columbus, Georgia Employees Deferred Retirement Option Plan (collectively, the “Plans”) to clarify that the Plans will not recognize Qualified Domestic Relations Orders. (Recommendation of Pension Board)

RESOLUTIONS

4. Resolution authorizing the execution of a Federal Aviation Administration Grant, Airport Improvement Program (AIP) GRANT NO. 3-13-0035-057-2023 (Request of Columbus Airport Commission)
5. Resolution authorizing the execution of a Federal Aviation Administration Grant, Airport Improvement Program (AIP) GRANT NO. 3-13-0035-058-2023 (Request of Columbus Airport Commission)

PUBLIC AGENDA

1. Ms. Sherre Harris, Re: Animal Welfare.
2. Mrs. Leah Braxton, Re: Smith Road condition with railroad crossing and roadway debris.
3. Mr. Johnathan Cole, representing Coles Towing & Recovery, Inc., Re: Laws regarding Non-Consensual Stolen Vehicles.
4. Mr. Ben Hecht, representing AmWaste of Georgia, Re: Yard waste services.
5. Mr. Edris Hayes, representing AmWaste of Georgia, Re: Yard waste services.

CITY MANAGER'S AGENDA

1. Retiree Health Insurance Plan

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

2. PURCHASES

- A. Ambulance with Equipment for Fire & EMS – HGACBUY Cooperative Contract
- B. Declaration of Surplus Equipment
- C. Stryker Lifepak 15 Monitor Defibrillator and Accessories for Fire & EMS Department
- D. Maintenance Service Agreement for Lifepak 15 Cardiac Monitors for Fire & EMS Department
- E. Repair of Motor Grader for Public Works Department
- F. Closed-Circuit Television Camera Truck for Engineering Department
- G. Contract Extension for Pursuit Vehicle Buildout (Annual Contract) – RFP No. 13-0017
- H. Right-of-Way Acquisition Services (Annual Contract) – RFP No. 23-0026
- I. 90-Day Termination Period for Supplemental Yard Waste Collection Services (Annual Contract) – RFP No. 21-0018 (**Add-On**)

3. UPDATES AND PRESENTATIONS

- [A.](#) Metra Dial a Ride Service Update - Rosa Evans, Director, Metra
- [B.](#) Judicial Center Update - Ryan Pruett, Director, Inspections & Code Enforcement and Douglas Kleppin, AIA – Principal, The S/L/A/M Collaborative & Henry Painter – Senior Project Executive, Gilbane Building Company

BID ADVERTISEMENT

[DATE:](#) September 12, 2023

September 27, 2023

1. Transmissions & Transmission Services for Public Works (Annual Contract) – RFB No. 24-0009

Scope of Bid

Provide repair/rebuild services for various types of transmissions for Public Works Department – Fleet Maintenance Shop on an “as needed” basis.

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

REFERRALS:

[Referrals](#) 8.29.23

CLERK OF COUNCIL’S AGENDA

ENCLOSURES - ACTION REQUESTED

- [1.](#) RESOLUTION - A resolution canceling the Proclamation Sessions for October 3, November 7, and December 5, 2023.

[2.](#) **Minutes of the following boards:**

Board of Tax Assessors, #27-23, #28-23 and #29-23

Convention & Visitors Board of Commissioners, June 21, 2023

Development Authority of Columbus, July 13, 2023

Employee Benefits Committee, June 28, 2023

Housing Authority of Columbus, July 19, 2023

Land Bank Authority, April 13, June 8, August 3, October 5, and December 14, 2022; February 8, March 8, April 12, May 17, and June 14, 2023

River Valley Regional Commission, June 28, 2023

BOARD APPOINTMENTS - ACTION REQUESTED

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

A. COLUMBUS IRONWORKS CONVENTION & TRADE CENTER AUTHORITY:

Jonathan Payne

(Mayor's Appointment)

Eligible to succeed

Term Expires: October 24, 2023

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

Women: 1

Senatorial District 15: 1

Senatorial District 29: 4

B. PUBLIC SAFETY ADVISORY COMMISSION:

Charles A. McClure, Jr.

(Mayor's Appointment)

Eligible to succeed

Term Expires: October 31, 2023

4. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

A. ANIMAL CONTROL ADVISORY BOARD: Ms. Lori Turner was nominated to serve another term of office. *(Councilor Davis' nominee)* Term expires: October 15, 2025

B. BOARD OF HONOR: Mr. David Ebron was nominated to serve another term of office. *(Councilor Huff's nominee)* Term expires: October 31, 2027

- C. **LAND BANK AUTHORITY:** Ms. Alston Auten was nominated to fill the unexpired term of Ms. Lauren Chambers. (*Councilor Begly's nominee*) Term expires: October 31, 2026
- D. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Ms. Gloria Strode was nominated to serve as a member on the newly created board. (*Councilor Crabb's nominee*) Term Expires: August 14, 2025
- E. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Ms. Arreasha Z. Lawrence was nominated to serve as a member on the newly created board. (*Councilor Begly's nominee*) Term Expires: August 14, 2025
- F. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Mr. Cletus Richardson was nominated to serve as a member on the newly created board. (*Mayor Pro Tem Allen's nominee*) Term Expires: August 14, 2025
- G. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Ms. Carolyn Star-Ross was nominated to serve as a member on the newly created board. (*Councilor Barnes' nominee*) Term Expires: August 14, 2026
- H. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Mr. Terrance Flowers was nominated to serve as a member on the newly created board. (*Councilor Tucker's nominee*) Term Expires: August 14, 2026
- I. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Mr. Fernando Verdree was nominated to serve as the Certified Public Accountant (CPA) member on the newly created board. (*Councilor Huff's nominee*) Term Expires: August 14, 2026
- J. **LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:** Mr. Arsburn "Oz" Roberts was nominated as the Civic Center Director's recommendation to serve as a member on the newly created board. (*Civic Center Director's nominee*) Term Expires: August 14, 2027

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

A. **CRIME PREVENTION BOARD:**

Patricia Flora
Senatorial District 29 Rep.
(passed away)
 Term Expires: March 31, 2025

Open for Nominations
(Council's Appointment)

Councilor Tucker has nominated Ms. Erika Cottingham.

Councilor Davis is nominating Mr. Marty Wynn.

The term is a three-year term. Board meets every February, April, July and November.

Women: 2

Senatorial District 15: 2

Senatorial District 29: 4

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

A. ANIMAL CONTROL ADVISORY BOARD:

Jayne Dunn

Not Eligible to succeed

Term Expires: October 15, 2023

Open for Nominations
(Council's Appointment)

The term is two years. Board meets as needed.

Women: 8

Senatorial District 15: 2

Senatorial District 29: 5

B. BOARD OF HONOR:

Bob Hydrick

(passed away)

Term Expired: October 31, 2022

Open for Nominations
(Council's Appointment)

All of the members serving on this board must be former elected officials of Muscogee County.

This is a four-year term. Board meets as needed.

Women: 3
Senatorial District 15: 4
Senatorial District 29: 2

C. COLUMBUS GOLF COURSE AUTHORITY:

Stephanie Callahan
Seat declared vacant
Term Expires: June 30, 2026

Open for Nominations
(Council's Appointment)

The term is four years. Board meets monthly.

Women: 0
Senatorial District 15: 3
Senatorial District 29: 5

D. LAND BANK AUTHORITY:

Lance Hemmings
Not Eligible to succeed
Term Expires: October 31, 2023

Open for Nominations
(Council's Appointment)

Councilor Tucker is nominating Ms. Jackie Leonard to succeed Mr. Lance Hemmings.

The term is four years. Board meets monthly.

Women: 3
Senatorial District 15: 4
Senatorial District 29: 2

E. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:

New Member
Term Expires: August 14, 2027

Open for Nominations
(Council's Appointment)

New Member

Term Expires: August 14, 2027

Civic Center Dir. Rec
(Council's Confirmation)

The terms are four-years.

Councilor Huff has nominated Ms. Ku'Wonna Ingram and the Civic Center Director is recommending Ms. Delois Carr.

UPCOMING BOARD APPOINTMENTS:

- [A.](#) Hospital Authority of Columbus (Council Nomination/Authority Selection)
- [B.](#) Housing Authority of Columbus (Mayor's Appointment)

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

File Attachments for Item:

1. Approval of minutes for the August 29, 2023 Consent Agenda/ Work 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

August 29, 2023
9:00 AM
Consent Agenda/ Work Session

CONSENT AGENDA/WORK SESSION

PRESENT: Mayor B. H. "Skip" Henderson, III and Councilors Jerry "Pops" Barnes (arrived at 9:04 a.m.), Tyson Begly, Joanne Cogle, Charmaine Crabb, Glenn Davis, R. Walker Garrett, Bruce Huff (arrived at 9:20 a.m.), Judy W. Thomas, and Toyia Tucker. City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

ABSENT: Mayor Pro Tem R. Gary Allen was absent.

The following documents have been included as a part of the electronic Agenda Packet: (1) Inspections & Code Update Presentation; (2) Railroad Crossings Presentation; (3) Columbus Parks and Recreation Challenges; (4) Board of Tax Assessors Presentation

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

INVOCATION: Offered by Reverend Jimmy Blanton, Columbus Baptist Association of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the August 22, 2023 Council Meeting and Executive Session. Councilor Tucker made a motion to approve the minutes, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote and Mayor Pro Tem Allen being absent for the meeting.

WORK SESSION AGENDA

- I. Inspections & Code Update - Ryan Pruett, Director, Inspections & Code

Inspections & Code Director Ryan Pruett approached the rostrum to provide an update on the Inspections & Code Department, as requested by Council. During the presentation, Director Pruett explained his department is comprised of two divisions, Building Permitting and Inspection, and Code Enforcement, with a total of thirty employees. He explained they are responsible for enforcing the Georgia State Building Code, the City's Development Ordinance, nuisance ordinances, and other miscellaneous ordinances as adopted. He stated they are also responsible for project management of City building projects.

REFERRAL(S):**FOR THE CITY MANAGER:**

- Look at adding a search field with keywords in the 311 app to make it more user friendly. *(Request of Councilor Cogle)*
- Overgrown grass on the right-of-way along Shelby Street between Fort Benning Road and Munson Drive. *(Request of Councilor Huff)*
- Update on home that burnt down last year on 10th Avenue and 29th Street. *(Request of Councilor Thomas)*
- Explore hiring a third-party to hand-deliver citations to code offenders and adding the expense associated with the third-party to the accumulated fees for the property. *(Request of Councilor Begly)*
- Provide a list of how many citation bills were mailed and how many were paid. *(Request of Councilor Tucker)*
- Request for a presentation at the September 12, 2023 Council Meeting on the new Judicial Center and for Council to receive updates regularly on the project. *(Request of Councilor Thomas)*
- Revisit the idea of hiring a Project Manager for the new Judicial Center. *(Request of Councilor Thomas)*
- Add the new jail to the update requested by Councilor Thomas. *(Request of Councilor Tucker)*
- Provide an update on where we are with the pool replacement. *(Request of Councilor Tucker)*
- Provide a monthly report on code enforcement issues for each Council District. *(Request of Councilor Tucker)*

IV. One Small Step - Mayor Pro-Tem Allen

Ms. Katie Bishop approached the rostrum to introduce Mr. Neil Griffith, who will be the Field Director for the One Small Step Initiative, powered by StoryCorps, here in Columbus.

Mr. Neil Griffith approached the rostrum to provide information on the initiative that will be launched in Columbus on September 13, 2023, at the National Infantry Museum. He explained One Small Step matches two strangers with different political views for an in-person or virtual 50-minute respectful conversation to talk about their life experiences and values. He further explained that the goal is to bring people who might not normally interact together to get to know one another.

II. Railroad Crossings - Donna Newman, Director, Engineering

Engineering Director Donna Newman approached the rostrum to provide a presentation on railroad crossings, as requested by Council. She explained there are 121 crossings in Columbus, Georgia, all of which are owned or leased by Norfolk Southern (NS), Georgia Department of Transportation (GDOT), Georgia Southwestern (GSWR), Genesee & Wyoming (GWRR), Columbus Consolidated Government, or are private spur lines. She went on to explain the railroads maintain the tracks and crossings, with the City of Columbus being required to have the Track Supervisor present if anything is done at a railroad crossing.

REFERRAL(S):**FOR THE CITY MANAGER:**

- Ask GDOT about putting in a caution sign for the tracks on 9th Street. *(Request of Councilor Cogle)*
- Check the condition of railroad crossings at Williams Road, Smith Road, 9th Street, and 45th Street. *(Request of Councilor Davis)*
- Let's also see if we can get Norfolk Southern to clean up their property where the offices are located, as well as, the sidewalks. *(Request of Councilor Davis)*

III. Parks & Recreation Update - Holli Browder, Director, Parks & Recreation

Parks & Recreation Director Holli Browder approached the rostrum to provide an update on the challenges of the Parks & Recreation Department, as requested by Council. During the presentation, Director Browder shared information and images of facilities with repair needs. She also shared the needs of the Parks and Recreation Department as it relates to capital equipment and personnel. Parks & Recreation Director Browder then outlined her recommendations for increased funding for capital improvements, the Facilities Maintenance Operating budget and four new positions to create a Parks & Recreation Maintenance Team. In conclusion, she mentioned the park patrol that is being provided by the Muscogee County Prison staff.

Public Works Director Drale Short approached the rostrum to provide information regarding the maintenance of the Parks and Recreation facilities, as this falls under her department in the Facility Maintenance Division. She explained the Facilities Maintenance Division is responsible for 652 buildings and structures, with 77 belonging to Parks and Recreation. She also provided information on the money spent to maintain Parks and Recreation facilities, with \$283,222 spent in FY 2021, \$220,000 in FY 2022, and \$220,000 in FY 2023. In conclusion to her part of the presentation, Director Short recommended an increase in funding to maintain the facilities to a minimum of \$1,500,000.00 for Parks and Recreation.

Muscogee County Prison Warden Herbert Walker, III approached the rostrum to speak on the Park Patrol that began on August 12th where Muscogee County Prison Officers and/or Supervisors are patrolling thirty-one parks, trails, and park facilities.

REFERRAL(S):**FOR THE CITY MANAGER:**

- Work with the local education system to bring in students with trade certificates to work for the City. *(Request of Councilor Thomas)*
- Wants to see at mid-year what it would cost to handle where we are currently with maintenance and how much we would need to get ahead. *(Request of Councilor Cogle)*
- Next budget year provide a detailed preventative maintenance plan to be proactive and get ahead of the facility maintenance issues. *(Request of Councilor Cogle)*
- Provide Council with a list, in priority order, of what is needed for Parks and Recreation facilities. *(Request of Councilor Tucker)*
- Advertise the upcoming softball tournament. *(Request of Councilor Huff)*

DIAL-A-RIDE PROGRAM:

In response to a question asked by Councilor Thomas, **City Manager Iasiah Hugley** stated there have not been any public meetings scheduled regarding the motion made at the August 22, 2023 Council Meeting to extend the Dial-A-Ride fixed route. He further explained that a meeting was held with attorneys and consultants regarding this action for “premium service” and an update is planned for the September 12, 2023 Council Meeting. City Manager Hugley went on to state that he is going to recommend for the Council to follow the suggestions of the consultants to ensure we are complying with all regulations and there will be no issues.

A lengthy discussion was held where several members of Council expressed their desire for the required public meetings to be scheduled for the near future.

V. Department of Audits and Accounts (DOAA) Sales Ratio Study - Suzanne Widenhouse, Chief Appraiser- Muscogee County Board of Assessors

Chief Appraiser Suzanne Widenhouse approached the rostrum to provide a presentation on the 2022 Sales Assessment Ratio Study. During the presentation she shared information on the Department of Audits 2022 Adjusted Sales Ratio and explained how Muscogee County as well as many other counties in Georgia were found to be not in compliance. Chief Appraiser Widenhouse explained how many errors were found after reviewing the information from the audit and as a result, she is recommending that the City Council and the Muscogee County School District submit an appeal.

CONSENT AGENDA

- I. **Resolution (327-23):** A resolution authorizing an appeal of the results of the State Department of Audits 2022 Sales Assessment Ratio Study (Mayor Pro-Tem) Councilor Thomas made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Mayor Pro Tem Allen being absent from the meeting.

Councilor Crabb made a motion for the Muscogee County School District to pay 60% and the city’s portion to be 40% instead of the 50/50 split. The motion dies for the lack of a second.

EXTERNAL AUDITOR:

Councilor Cogle made a motion to hire Troutman Pepper to work in conjunction with the Internal Auditor in a previously approved audit with the intention and goal of providing a detailed report, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Mayor Pro Tem Allen being absent from the meeting.

- II. **RESOLUTION (328-23)** - A resolution excusing Mayor Pro Tem R. Gary Allen from the August 29, 2023 Consent Agenda/ Work Session. **(Add-On)** Councilor Tucker made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Mayor Pro Tem Allen being absent from the meeting.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Tucker to adjourn the August 29, 2023, Consent Agenda/ Work Session, seconded by Councilor Garrett and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, Mayor Pro Tem Allen being absent from the meeting, and the time being 2:11 p.m.

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

File Attachments for Item:

7. Transitional Audit Report for Community Reinvestment (Presented by Donna McGinnis, Internal Auditor/Compliance Officer)



Columbus Consolidated Government

Georgia's First Consolidated Government

Post Office Box 1340
Columbus, Georgia 31902-1340

Item #7.

Donna L. McGinnis, CPA, CFE
Forensic Auditor

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

COMMUNITY REINVESTMENT TRANSITIONAL INTERNAL AUDIT

September 12, 2023

AUDIT AUTHORIZATION

This transitional departmental audit was authorized by the City Council on December 10, 2019. The audit was initially delayed due to the COVID-19 pandemic. Fieldwork began in May of 2023, with the audit completed by Internal Auditor Donna McGinnis, accompanied by Forensic Auditors Jonathan Smith & Benjamin Meadow.

BACKGROUND

The Community Reinvestment Department makes community investments that activate the human, social, and economic potential of Columbus. The team is focused on delivering excellent customer service and asset management and communicates relevant program information to the Columbus Consolidated Government, and to the public. Community stakeholders are actively engaged in the decision-making process, and the team is accountable for progress in each program area. Decisions are regularly evaluated, to ensure that decisions add value and are grounded in the needs and experiences of our community.

THE TEAM

Director Robert Scott leads the department, accompanied by Assistant Director Kimberly Mitchell. The team also includes Casey Baker, Finance Manager; Kawana Hooks, CDBG Coordinator; Emma Kimbrel, Planner; Natalie Bouyett, Real Estate Specialist and Altemese Wilson, Community Reinvestment Coordinator.

AUDIT SCOPE

The Audit Scope is intended to address all material aspects of the Community Reinvestment Department. Material aspects included, but were not limited to organizational structure, policies and procedures, compliance reporting, strategic planning, payroll, budgetary control, and training.

AUDIT PROCESS

The Audit Process began with the authorization of the audit. An audit program was developed to address the material aspects of the transitional audit, followed by the entrance conference with the Deputy City Manager, Department Director, Assistant Director, and Finance Manager along with the Internal Auditor and Forensic Auditor Jonathan Smith. During the conference, those present discussed the preliminary audit program items and were invited to suggest additional areas for inclusion in audit fieldwork. It was requested that we also review the findings from their 2022 Federal HUD Monitoring visit, along with responses to date on actionable items.

The audit techniques included reviews of documents and manuals, physical verification of employees and assets, examination of reports prepared by the department and others from independent sources, reviews of policies and procedures to determine if they were achieving the desired results, reviews of strategic planning, interviews, meeting observations, independent verifications, and other techniques as appropriate. During the audit, management was briefed on findings and potential recommendations. Following the audit, a draft report is presented to department management for review and response. A final report including the departmental response is then prepared and distributed to department management, the Mayor and Council, concurrently. A presentation to Council is scheduled to address any questions or concerns that they may have and to avail it to the public. The auditor provides follow-up later to insure that agreed-to recommendations have been implemented and are properly functioning.

FIELDWORK ACTIVITIES

Payroll distributions for the periods ending May 19, 2023, June 2, 2023, and June 16, 2023, were tested against time records and payroll system reporting and no discrepancies were noted across the team. Three years of budgetary performance were reviewed and generally Community Reinvestment has managed their budget well, except for Building Maintenance & Repair. Most Building Maintenance & Repair expenses have been incurred for Legacy Terrace, and we receive reimbursement into the General Fund for this activity. It was also noted that budgeted funds for Demolition Services had not been spent in recent years and appraisal budgets were not fully utilized. Recently, budgets for Salaries & Legal Services hadn't been fully spent. In a review of Fixed Asset records, we found that the department didn't have Capital Assets recorded but had a significant portfolio of real estate assets recorded under their department. The Internal Audit Team did visit sampled asset sites across the city.

As requested, we additionally reviewed the reporting associated with the HUD Monitoring which took place August 22, 2022 – September 2, 2022. This Monitoring exercise resulted in 14 findings and 4 concerns raised by U.S. Housing & Urban Development. Comments were largely focused on the lack of written program policies & procedures for CDBG, HOME and Neighborhood Stabilization programs. HOME Program grant management, subrecipient monitoring reports, staff training, voucher support & documentation, and timely submission of quarterly performance reports were also listed as areas of concern. It was also noted that under Financial Management, the general ledger locally had not been reconciled with the HUD system reports for many years.

Additionally, each team member was briefly interviewed, with a focus on their challenges, their successes, and their hopes for the year ahead. Each team member enthusiastically shared their passion for the missional nature of the team's activities.

Lastly, the Internal Audit Team joined the Community Reinvestment Team for a SWOT exercise. Across the room, all the voices were heard, and there was a good bit of consensus when addressing each of the SWOT categories.

FINDINGS

- The work culture and team collaboration are an impressive strength, allowing a relatively small team to have a significant impact on our community.
- In response to the findings and concerns raised in the HUD Monitoring Report, the team has made great progress in addressing each finding or concern with an effective response, with the lone exception of the multi-year general ledger reconciliation with Federal HUD systems. The effort will need active participation across CCG departments and possibly will need additional consulting assistance. The department has researched forensic consulting already.
- As a young team, they would benefit from additional training opportunities. The previous Community Reinvestment teams did not leave a legacy of compliance behind.
- The Director and the team are taking performance appraisal very seriously, with periodic self-assessment and director's feedback well documented.
- The Land Bank Authority appears to be underutilized thus far and could more effectively impact blighted properties in Columbus.
- As employees develop on the team, current compensation rates will likely impact retention of employees we've invested in.

RECOMMENDATIONS

- Compensation rates for several positions are below market for the respective roles. As we are developing and investing in the growth of everyone on the team, rate adjustments in the next budget cycle can improve retention of those teammates that we've developed.
- The CCG general ledger reconciliation with Federal HUD systems is a priority that must effectively be addressed, and HUD is expecting action and results in this area. With our value-added auditing approach, we've developed a reconciliation template dating back to the initial implementation of Advantage on July 1, 2006. At this point, the most immediate need would be the hiring of a CPA/Consultant who has hands on experience working in the IDIR system with U.S. HUD. Such a reconciliation project may take several months to complete. Once reconciled, with the posting of a summary reconciling entry, it will be important for Community Reinvestment and the Accounting Division of Finance to work in collaboration to keep records balanced.
- Across sister cities in Georgia, it's noted that several have somewhat larger teams serving slightly smaller cities. It is recommended that we look at the service models of Augusta, Albany & Savannah to see how we could even more effectively serve Columbus. Our team is small & mighty, but we should imagine a future roster that broadens our reach.
- The Land Bank Authority is an asset, and the Authority works closely with our Real Estate Specialist. It is recommended that we expand our activities with the Land Bank, allowing for further rehabilitation of real estate in Columbus.



COLUMBUS, GEORGIA
A CONSOLIDATED GOVERNMENT
DEPARTMENT OF COMMUNITY REINVESTMENT
P.O. BOX 1340, 420 10TH ST. COLUMBUS, GA 31901
PHONE: (706) 653-4613 FAX: (706) 653-4486

September 6, 2023

Donna L. McGinnis, CPA CFE
 Internal Auditor/Compliance Officer
 Columbus Consolidated Government
 420 E. 10th Street, 2nd Floor
 Columbus, GA 31901

RE: Internal Audit Auditee Response

Dear Ms. McGinnis:

I want to express my sincere gratitude for your dedicated efforts in highlighting the tireless work of the Community Reinvestment Department. Your thoughtful approach and patience during our discussions about both our achievements and challenges have been invaluable. Your team's seamless facilitation of the internal audit process was commendable. I truly appreciate their respect for our time, evident through their proactive scheduling of meetings and preference for email communication to minimize disruptions.

It was evident that our team established a rapport with the auditors, enabling them to provide an honest and well-balanced assessment of our department's strengths and areas for improvement. This openness was facilitated by the comfortable environment fostered by your team, allowing for candid conversations.

Being a developing organization, our commitment to enhancing our capabilities and expanding our reach is resolute. Focusing on capacity building, we have invested significantly in nurturing the skills and expertise of our staff, empowering them to effectively advance our mission. Our adaptability has been a cornerstone, as we remain flexible and receptive to change, aligning our strategies with emerging trends, opportunities, and community needs. Through a lens of continuous improvement, we are dedicated to refining our operations to achieve efficiencies synonymous with high-performing organizations.

Our endeavors have yielded notable returns, notably the creation of an economic development program that garnered national recognition as a best practice. This achievement instilled confidence within our team that excellence is attainable in every facet of our work. Moreover, our comprehensive efforts have led to quantifiable increases in public service beneficiaries, surpassing 300% year over year. These impacts are evident throughout our community, validating the strides we've made.

However, despite these achievements and our aspirations for growth, we remain cognizant of the challenges that accompany our development. Operating within limited resources, including financial capital and human assets, has posed hurdles in implementing ambitious plans and achieving swift expansion. Historical inefficiencies have also been a hurdle, as outdated processes have led to unsustainable ad-hoc solutions. Reactive decision-making, stemming from a lack of strategic planning and foresight, has resulted in increased workloads, prolonged hours, and heightened expectations.

Against this backdrop of our organization's journey and evolution, I would like to seize this opportunity to delve into the findings and recommendations detailed in the report.



COMMUNITY REINVESTMENT

COLUMBUS CONSOLIDATED GOVERNMENT

COLUMBUS, GEORGIA A CONSOLIDATED GOVERNMENT

DEPARTMENT OF COMMUNITY REINVESTMENT

P.O. BOX 1340, 420 10TH ST. COLUMBUS, GA 31901

PHONE: (706) 653-4613 FAX: (706) 653-4486

FINDING 1 - The work culture and team collaboration are an impressive strength, allowing a relatively small team to have a significant impact on our community.

RESPONSE TO FINDING 1 - I have dedicated substantial time, dedication, and energy towards nurturing the team through empowerment, thereby enabling the realization of efficiencies and surpassing historical outcomes.

FINDING 2 - In response to the findings and concerns raised in the HUD Monitoring Report, the team has made great progress in addressing each finding or concern with an effective response, with the lone exception of the multi-year general ledger reconciliation with Federal HUD systems. The effort will need active participation across CCG departments and possibly will need additional consulting assistance.

RESPONSE TO FINDING 2 - I wholeheartedly agree that further attention should be given to aligning our City's accounting system with the Federal counterpart, considering the complexity involved.

FINDING 3 - As a young team, they would benefit from additional training opportunities. The previous Community Reinvestment teams did not leave a legacy of compliance behind.

RESPONSE TO FINDING 3 - I agree that additional training opportunities will further enhance the development of the staff, the prescribed trainings have yielded and continue to yield significant results as they have allowed the department to create sustainable practices that directly dictate the external governance required to align federally funded activities into more strict regulatory compliance.

FINDING 4 - The Director and the team are taking performance appraisal very seriously, with periodic self-assessment and director's feedback well documented.

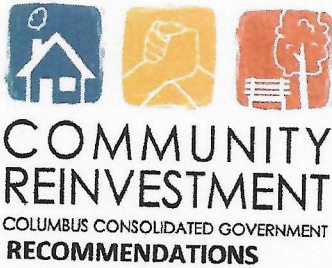
RESPONSE TO FINDING 4 - To gauge performance, we've introduced an objective tool, offering employees 360-degree feedback that aligns their goals with departmental expectations. This approach enhances performance through continuous improvement.

FINDING 5 - The Land Bank Authority appears to be underutilized thus far and could more effectively impact blighted properties in Columbus.

RESPONSE TO FINDING 5 - We have worked really hard to strengthen the Landbank through board reconstitution and the development of processes to better allow the Landbank to be leveraged as a tool to address vacant spaces and working through community partners to transform them into vibrant spaces. Currently the Land Bank Authority has achieved a significant increase in its ability to serve as a community development catalyst despite externalities that are not in consistent alignment with this achievement. Through this achievement, the landbank is postured to achieve our vision of becoming a leading entity in the realm of affordable housing development primarily, with all other opportunities being secondary to this primary objective.

FINDING 6 - As employees develop on the team, current compensation rates will likely impact retention of employees we've invested in.

RESPONSE TO FINDING 6 - I agree with this observation. The availability of skilled employees locally poses a challenge to the department's long-term viability. As we transition beyond development, attracting talent will remain crucial.



COLUMBUS, GEORGIA
A CONSOLIDATED GOVERNMENT
DEPARTMENT OF COMMUNITY REINVESTMENT
P.O. BOX 1340, 420 10TH ST. COLUMBUS, GA 31901
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RECOMMENDATION 1 - Compensation rates for several positions are below market for the respective roles. As we are developing and investing in the growth of everyone on the team, rate adjustments in the next budget cycle can improve retention of those teammates that we've developed.

RESPONSE TO RECOMMENDATION 1 - I fully support this recommendation, recognizing the significance of employee retention for sustaining our successes and future objectives.

RECOMMENDATION 2 - The CCG general ledger reconciliation with Federal HUD systems is a priority that must effectively be addressed, and HUD is expecting action and results in this area. With our value-added auditing approach, we've developed a reconciliation template dating back to the initial implementation of Advantage on July 1, 2006. At this point, the most immediate need would be the hiring of a CPA/Consultant who has hands on experience working in the IDIR system with U.S. HUD. Such a reconciliation project may take several months to complete. Once reconciled, with the posting of a summary reconciling entry, it will be important for Community Reinvestment and the Accounting Division of Finance to work in collaboration to keep records balanced.

RESPONSE TO RECOMMENDATION 2 - I agree with this recommendation. Initiatives are underway in collaboration with our Finance department, aimed at aligning local and Federal accounting systems effectively. Further work is needed in this area to ensure that the desired outcome will be achieved.

RECOMMENDATION 3 - Across sister cities in Georgia, it's noted that several have somewhat larger teams serving slightly smaller cities. It is recommended that we look at the service models of Augusta, Albany & Savannah to see how we could even more effectively serve Columbus. Our team is small & mighty, but we should imagine a future roster that broadens our reach.

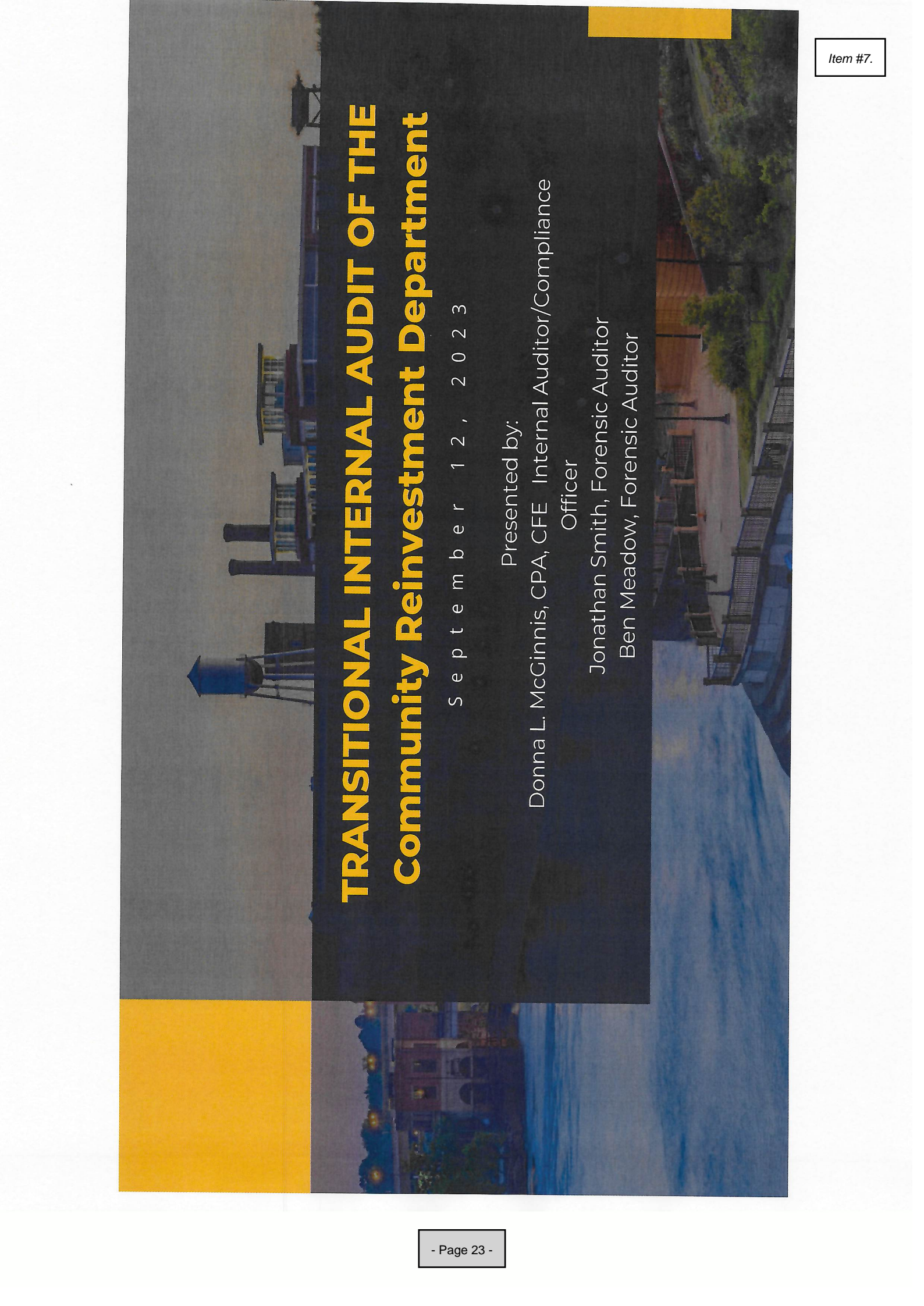
RESPONSE TO RECOMMENDATION 3 - I support this recommendation. Despite our small team, we've consistently achieved impressive outcomes under the current leadership. Future growth might necessitate staffing adjustments to enhance our community impact.

RECOMMENDATION 4 - The Land Bank Authority is an asset, and the Authority works closely with our Real Estate Specialist. It is recommended that we expand our activities with the Land Bank, allowing for further rehabilitation of real estate in Columbus.

RESPONSE TO RECOMMENDATION 4 - I concur with this recommendation. The Landbank's rejuvenation efforts align with our goal of affordable housing development and community enhancement.

Thank you again for your facilitation of the internal audit process. I truly appreciate this process.

Robert Scott
 Community Reinvestment Director



TRANSITIONAL INTERNAL AUDIT OF THE Community Reinvestment Department

S e p t e m b e r 1 2 , 2 0 2 3

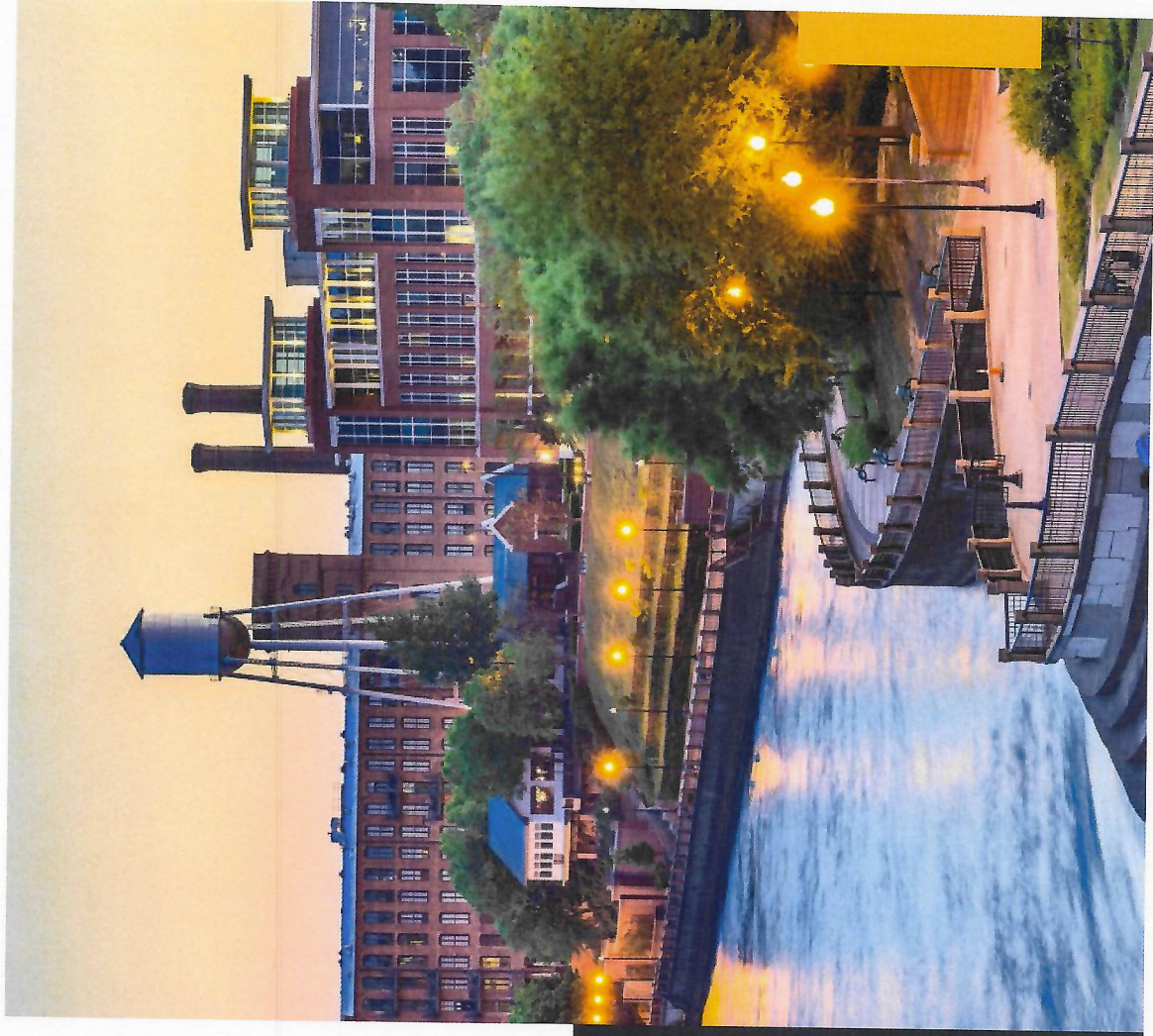
Presented by:

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

Jonathan Smith, Forensic Auditor
Ben Meadow, Forensic Auditor

AUDIT AUTHORIZATION

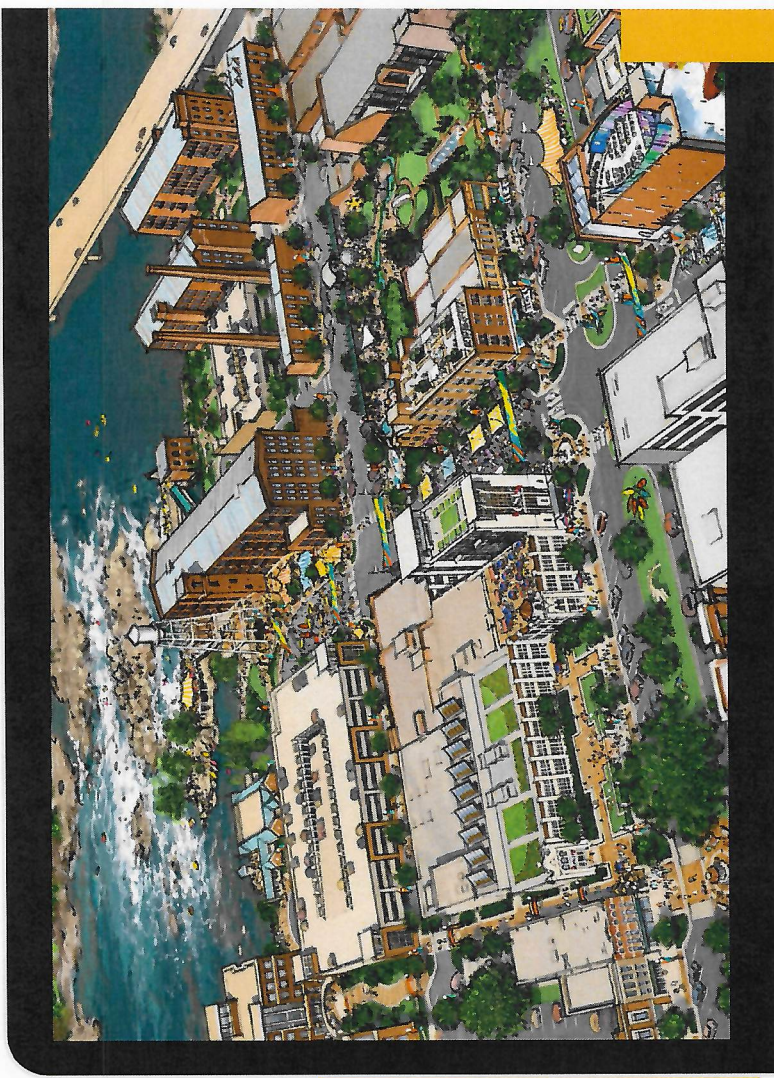
The audit was
authorized by City
Council on
December 10, 2019.



Item #7.

AUDIT PROCESS

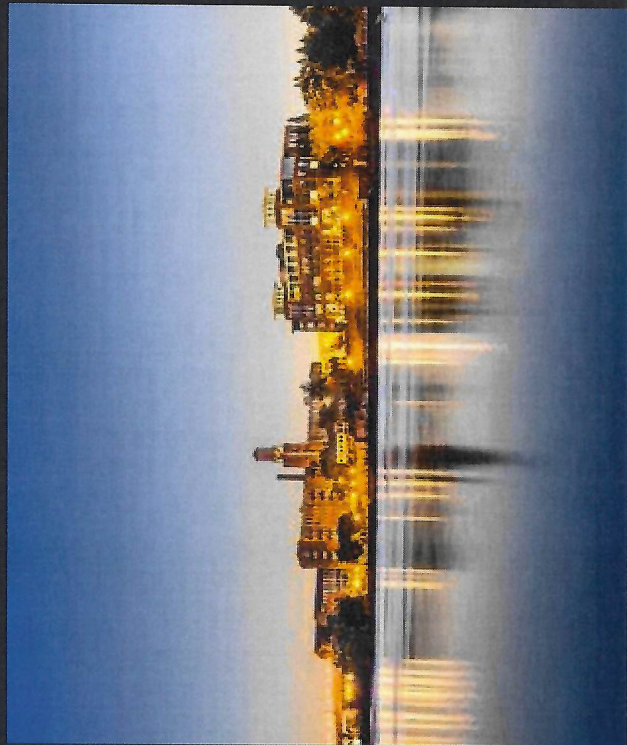
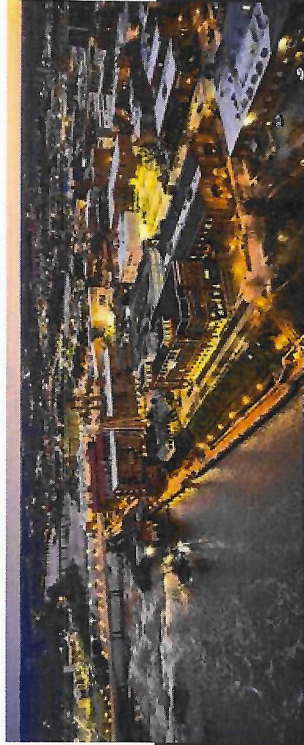
01. Authorization of Audit
02. Development of Audit Program
03. Entrance Conference with Auditee
04. Conduct of Fieldwork



AUDIT PROCESS

- 05. Preparation of Draft Audit Report
- 06. Exit Conference with Auditee
- 07. Auditee Response
- 08. Preparation of Final Audit Report





AUDIT SCOPE

- 01. Organizational Structure of the Community Reinvestment Department
- 02. Policies and Procedures
- 03. Compliance Reporting
- 04. Strategic Planning
- 05. Payroll
- 06. Budgetary Control
- 07. Training



AUDIT RECOMMENDATIONS

- 01 Recommend compensation rate adjustments for below market positions in the FY25 Budget, in order to facilitate retention of the team.
- 02 Recommend engagement of a forensic consultant with a U.S. HUD background to complete the necessary multi-year reconciliation of the CCG general ledger and Federal HUD systems. Going forward, Community Reinvestment and the Accounting Division of Finance will collaborate to keep records balanced.



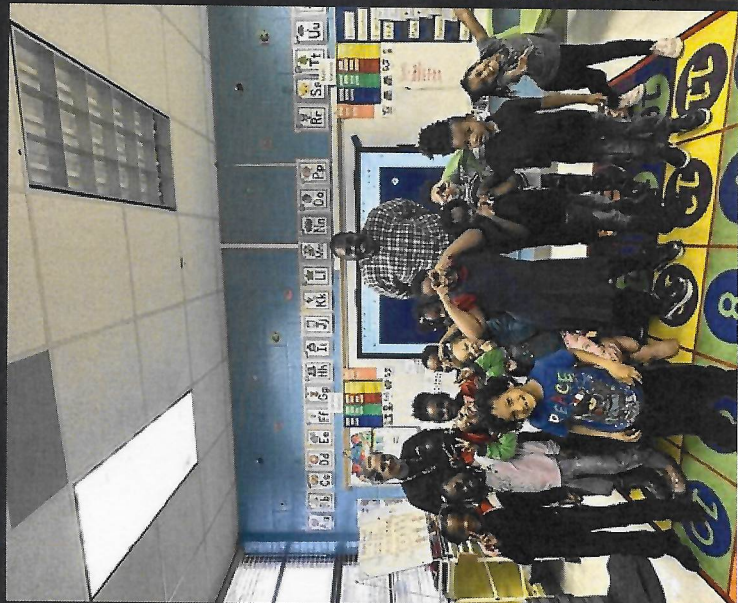
AUDIT RECOMMENDATIONS

- 03 Recommend a review of the service delivery models in Albany, Augusta and Savannah as they are slightly smaller, but operate somewhat larger teams-imagine the possibilities. Additional details are provided by Jonathan Smith, Forensic Auditor.
- 04 Recommend expanded activities with the Land Bank Authority, allowing for further reduction of blight and rehabilitation of real estate in Columbus. Additional details are provided by Ben Meadow, Forensic Auditor.

THE IMPACT

Item #7.

COMMUNITY ENGAGEMENT



COMMUNITY ENGAGEMENT



AFFORDABLE HOUSING



LAND BANK



LAND BANK AUTHORITY
LOTS OF GOOD USE



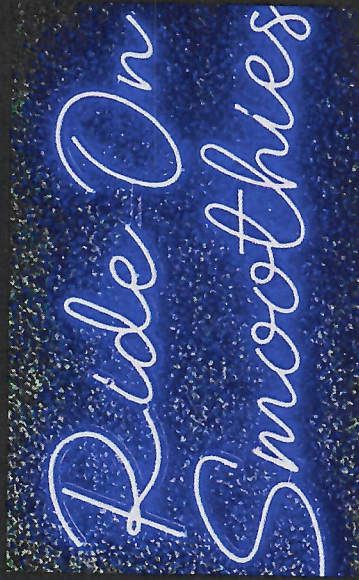
LAND BANK AUTHORITY
LOTS OF GOOD USE



Glenwood
Transformation



NCDA AUDREY NELSON AWARD



CDBG-CV SMALL BUSINESS PROGRAM

OUTCOMES

27 Businesses Served
61 Jobs Created /
Retained

QUESTION?

File Attachments for Item:

1. 2nd Reading- REZN-06-23-0160: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to changes certain boundaries of a district located at **3610 and 3744 Woodruff Road** (parcel # 187-001-021) from Neighborhood Commercial (NC) Zoning District to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (1st Reading delayed from 8-8-23)(Councilor Garrett)

AN ORDINANCE**NO. _____**

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to changes certain boundaries of a district located at **3610 and 3744 Woodruff Road** (parcel # 187-001-021) from Neighborhood Commercial (NC) Zoning District to General Commercial (GC) Zoning District.

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

Section 1.

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

Beginning at a concrete right-of-way monument located at the southeastern terminus of the mitered intersection of the eastern boundary of the right-of-way of Woodruff Road with the northwestern boundary of the right-of-way of Warm Springs Road and run thence north 81 degrees 04 minutes 07 seconds west for a distance of 31.50 feet to a drill hole located at the northwestern terminus of said mitered intersection; run thence north 14 degrees 56 minutes 20 seconds west along the eastern boundary of the right-of-way of Woodruff Road for a distance of 8.0 feet to a drill hole; run thence south 69 degrees 52 minutes east for a distance of 35.74 feet to a concrete monument, same being the original point of beginning.

Said parcel of property is triangular in shape and is more particularly shown as 117.01 square feet upon a plat of survey entitled "Property of ROSEMONT SHOPPING CENTER, INC., Lying in Land Lot 53, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks & Patrick, Inc., Civil Engineers under date of October 4, 1985, a copy of said plat being recorded in Plat Book 94, Page 63 of the records in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

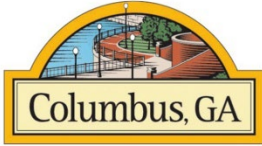
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th_ day of August, 2023; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____

Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

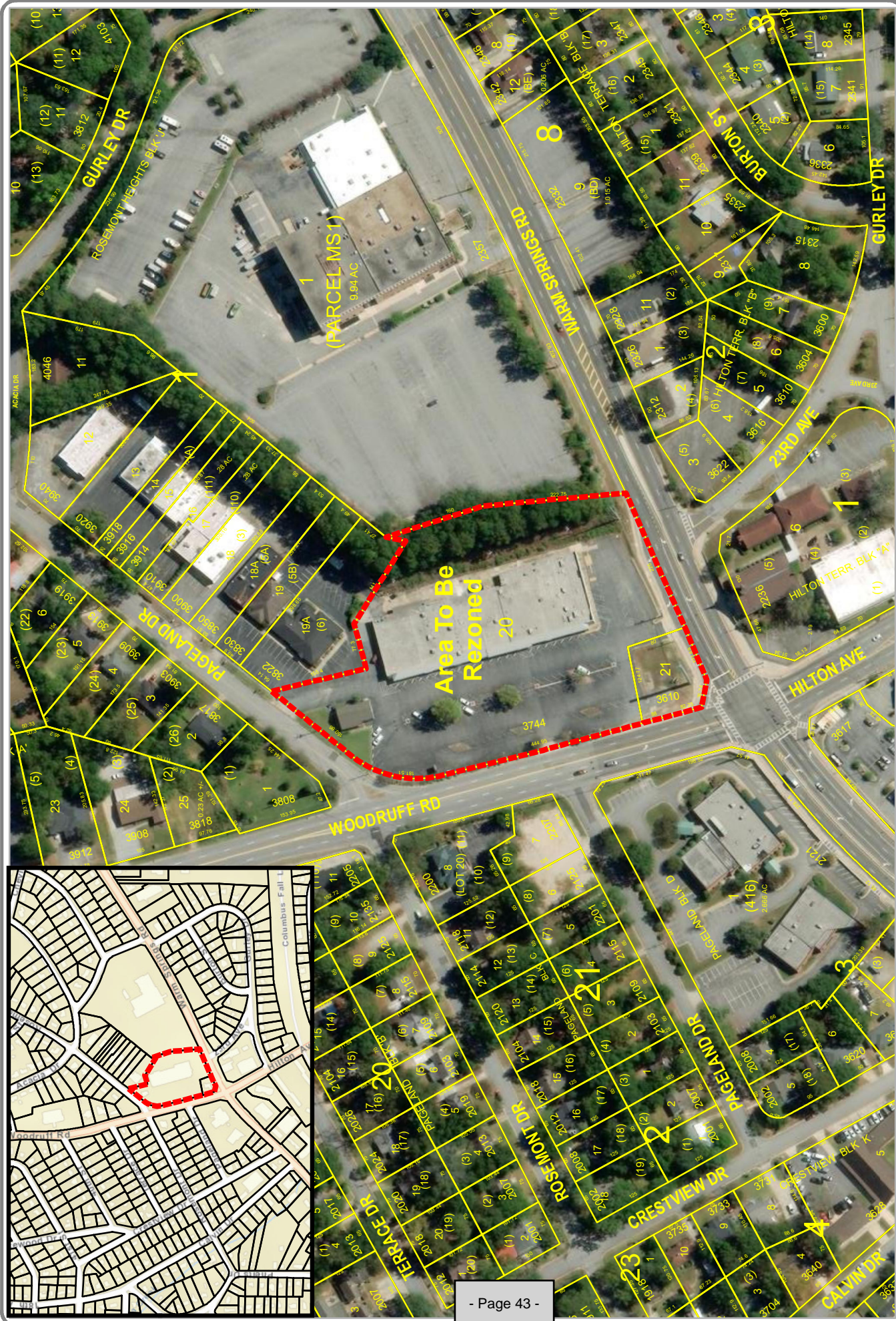
COUNCIL STAFF REPORT

REZN-06-23-0160

Applicant:	Jill W King
Owner:	Rosemont Shopping Center, Inc
Location:	3610 and 3744 Woodruff Road
Parcel:	187-001-020/21
Acreage:	4.03 Acres
Current Zoning Classification:	Neighborhood Commercial (NC)
Proposed Zoning Classification:	General Commercial (GC)
Current Use of Property:	General Commercial
Proposed Use of Property:	Medical Office
Council District:	District 8 (Garrett)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area D
Current Land Use Designation:	General Commercial

Future Land Use Designation:	Office/Professional								
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 remain at 316 trips if used for medical use.								
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>Neighborhood Commercial (NC)</td></tr> <tr> <td>South</td><td>Neighborhood Commercial (NC)</td></tr> <tr> <td>East</td><td>General Commercial (GC)</td></tr> <tr> <td>West</td><td>Neighborhood Commercial (NC)</td></tr> </table>	North	Neighborhood Commercial (NC)	South	Neighborhood Commercial (NC)	East	General Commercial (GC)	West	Neighborhood Commercial (NC)
North	Neighborhood Commercial (NC)								
South	Neighborhood Commercial (NC)								
East	General Commercial (GC)								
West	Neighborhood Commercial (NC)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	N/A								
Attitude of Property Owners:	Thirty-four (34) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received one call and/or email regarding the rezoning.								
	<table> <tr> <td>Approval</td><td>0 Responses</td></tr> <tr> <td>Opposition</td><td>0 Responses</td></tr> </table>	Approval	0 Responses	Opposition	0 Responses				
Approval	0 Responses								
Opposition	0 Responses								
Additional Information:	The Neighborhood Commercial (NC) zoning district restricts building size to 5,000 square feet. The applicants are requesting a rezoning to utilize the existing building for medical offices that will be in excess of 5,000 square feet.								
Attachments:	Aerial Land Use Map Location Map Zoning Map								

Existing Land Use Map
Future Land Use Map
Flood Map
Traffic Report

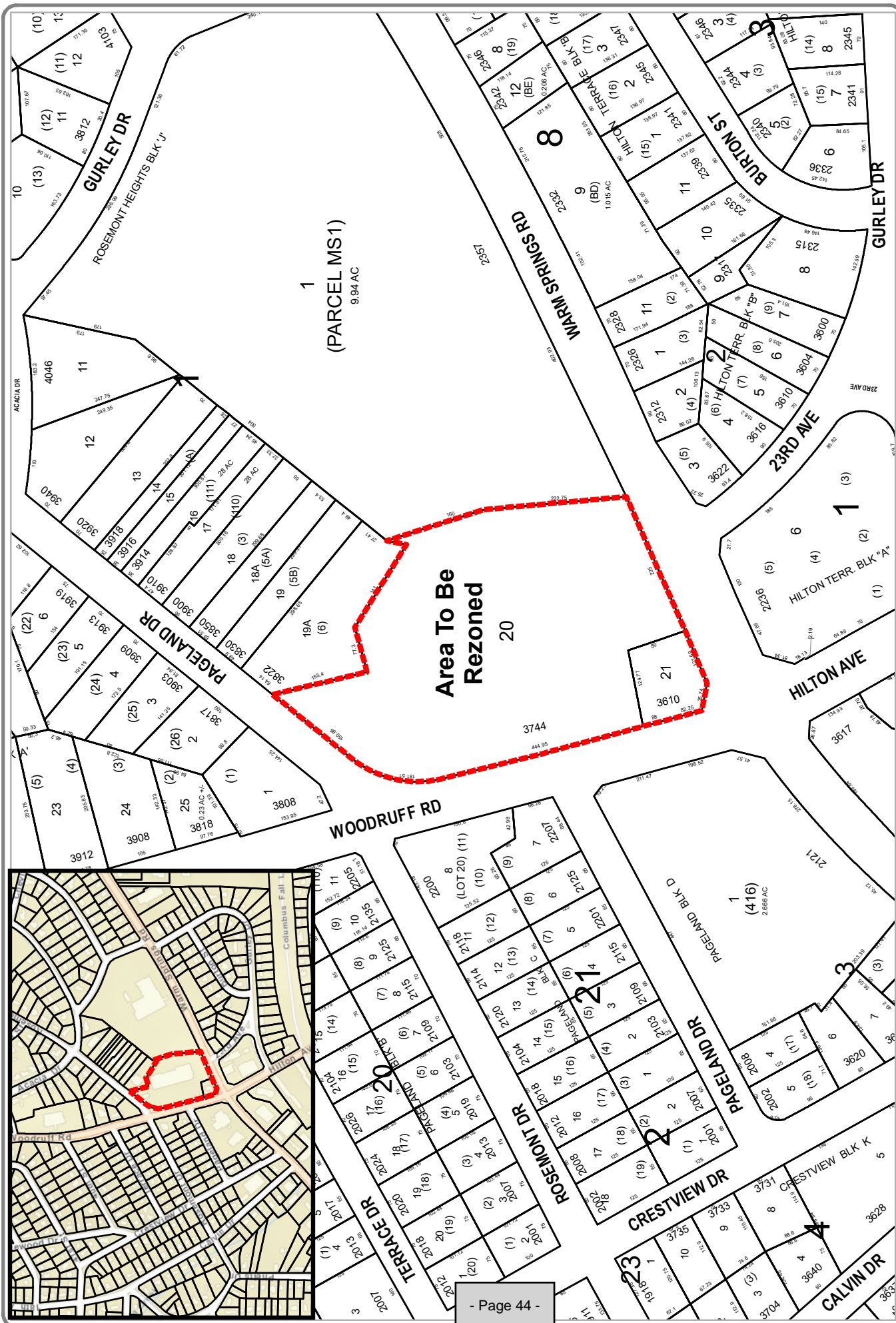


0 100 200 Feet
1 inch = 200 feet
Data Source: IT/GIS
Author: David Cooper

Aerial Map for REZN 06-23-0160
Map187 Block 001 Lots 020 & 021
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.



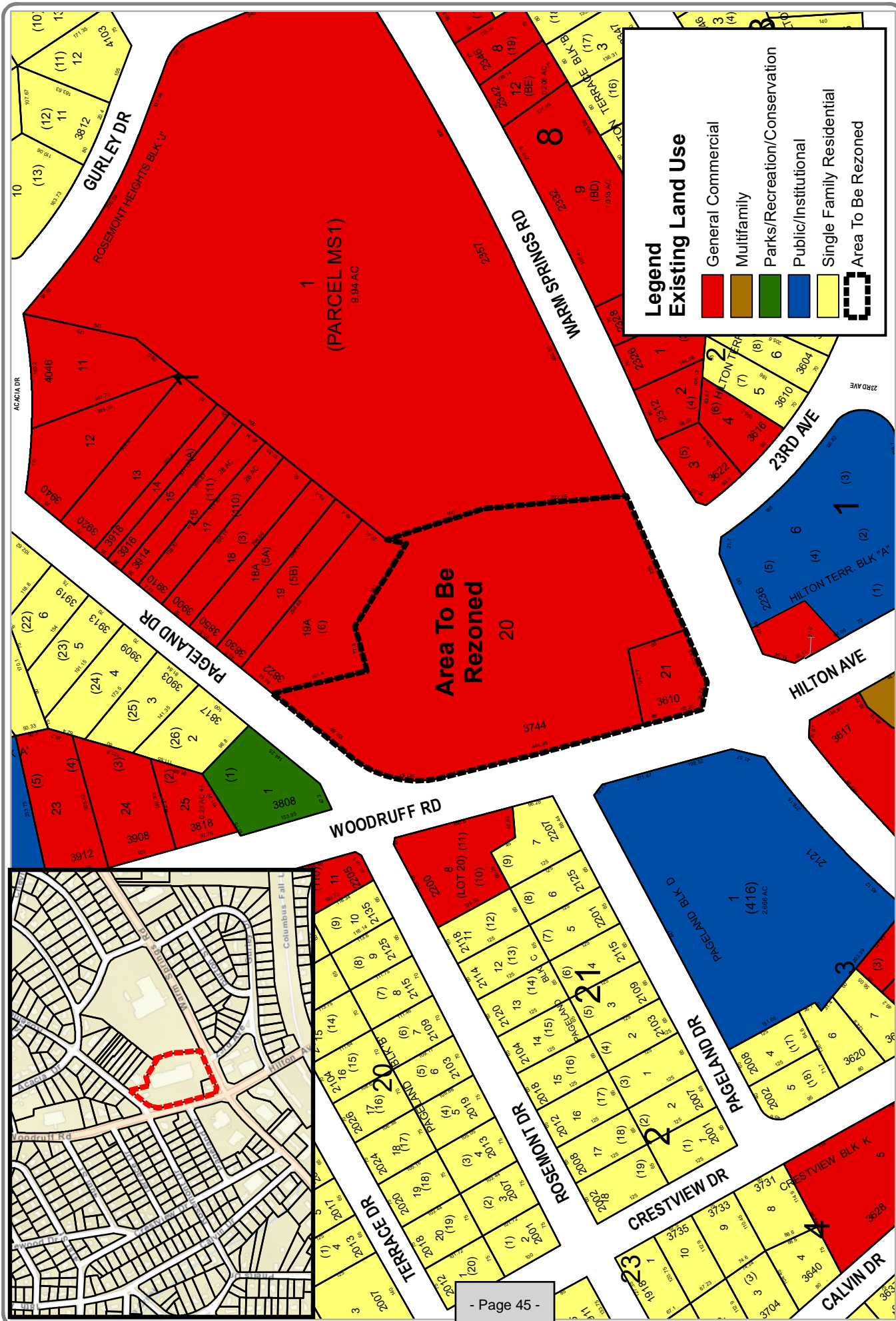


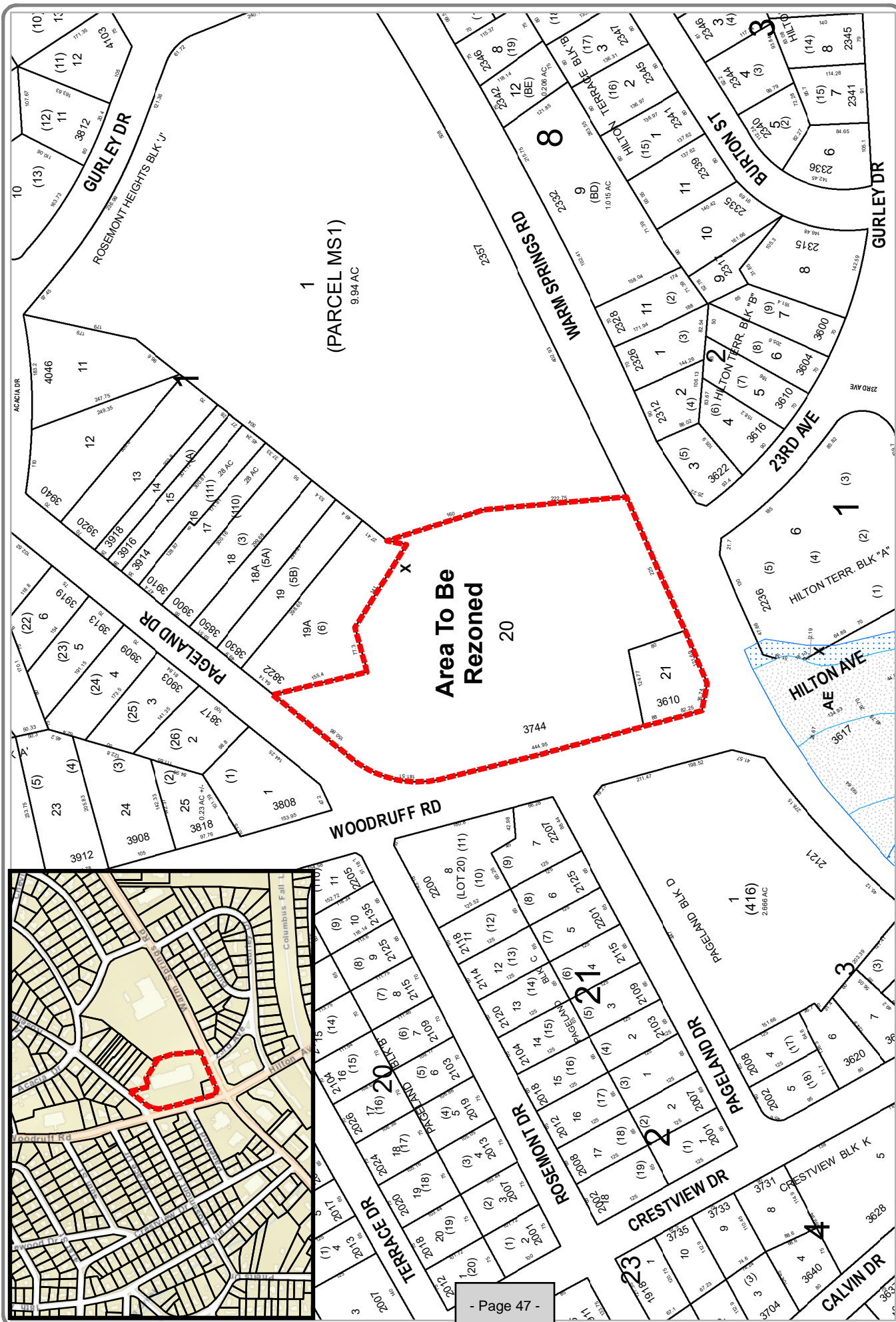
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1 inch = 200 feet
Data Source: IT/GIS
Author: DavidCooper

Location Map for REZN 06-23-0160
Map187 Block 001 Lots 020 & 021
Planning Department-Planning Division
Prepared By Planning GIS Tech

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ZONING CASE NO.	REZN 06-23-0160
PROJECT	3610 & 3744 Woodruff Road
CLIENT	NC to GC
REZONING REQUEST	

REZN 06-23-0160

3610 & 3744 Woodruff Road

CLIENT

NC to GC

Trip Generation Land Use Code *	720
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 - Acreage converted to square footage.

720

Existing Land Use

General Commercial - (GC)

—

NC - Acreage converted to square footage.

GC - Acreage converted to square footage.

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (Existing Zoning)					
Medical - Dental Office Building	720	NC	4.03 Acres	36.00	316
				Total	316
Daily (Proposed Zoning)					
Medical - Dental Office Building	720	GC	4.03 Acres	36.00	316
				Total	316

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

EXISTING ZONING (NC)

Name of Street	Woodruff Road
Street Classification	Undivided Arterial
No. of Lanes	4
City Traffic Count (2021)	9,050
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	316
Total Projected Traffic (2021)	9,366
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)

Name of Street	Woodruff Road
Street Classification	Undivided Arterial
No. of Lanes	4
City Traffic Count (2021)	9,050
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	316
Total Projected Traffic (2021)	9,366
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)

File Attachments for Item:

2. 1st Reading- REZN-06-23-0111: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **119 Bascom Court** (parcel # 073-027-003) from Residential Office (RO) Zoning District to General Commercial (GC) Zoning District 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 **119 Bascom Court** (parcel # 073-027-003) from Residential Office (RO) Zoning District to General Commercial (GC) Zoning District with conditions.

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

Section 1.

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

“All that tract or parcel of land situate, lying and being in Land Lot 42, 8th District, Columbus, Muscogee County, Georgia, and being known and designated as all of Lot 7 BASCOM COURT OFFICE PARK, as said lot is shown upon a plat of survey prepared by F. Wayne Allen R.L.S., dated February 7, 2001, and recorded in Plat Book 143 Page 50, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for the particular location and dimension of said lots.”

Section 2.

The above-described property is rezoned subject to the conditions set forth in the “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BASCOM OFFICE PARK” filed in Deed Book 5834 pg 102 on March 26, 2001, in the Real Estate Records of the Superior Court of Muscogee County for so long as those conditions remain in effect or as they are subsequently amended and filed of record.

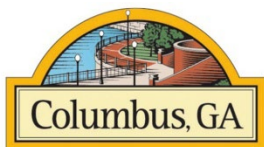
Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____, 2023; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____

Councilor Begly	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
 PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-06-23-0111

Applicant:	Sam Hewitt
Owner:	Sam Hewitt
Location:	119 Bascom Court
Parcel:	073-027-003
Acreage:	0.90 Acres
Current Zoning Classification:	Residential Office (RO)
Proposed Zoning Classification:	General Commercial (GC)
Current Use of Property:	General Commercial
Proposed Use of Property:	Office/Warehouse
Council District:	District 2 (Davis)
PAC Recommendation:	Approval based on the Staff Report
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Inconsistent Planning Area A
Current Land Use Designation:	General Commercial
Future Land Use Designation:	Mixed Use

Compatible with Existing Land-Uses:	No								
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 by 34 trips if used for warehouse use.								
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>Residential Multifamily – 1 (RMF1)</td></tr> <tr> <td>South</td><td>Residential Office (RO)</td></tr> <tr> <td>East</td><td>Residential Office (RO)</td></tr> <tr> <td>West</td><td>Single Family Residential – 1 (SFR1)</td></tr> </table>	North	Residential Multifamily – 1 (RMF1)	South	Residential Office (RO)	East	Residential Office (RO)	West	Single Family Residential – 1 (SFR1)
North	Residential Multifamily – 1 (RMF1)								
South	Residential Office (RO)								
East	Residential Office (RO)								
West	Single Family Residential – 1 (SFR1)								
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 SFR1 and RMF1 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:	Thirteen (13) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received 4 calls and/or emails regarding the rezoning.								

Approval **0 Responses**

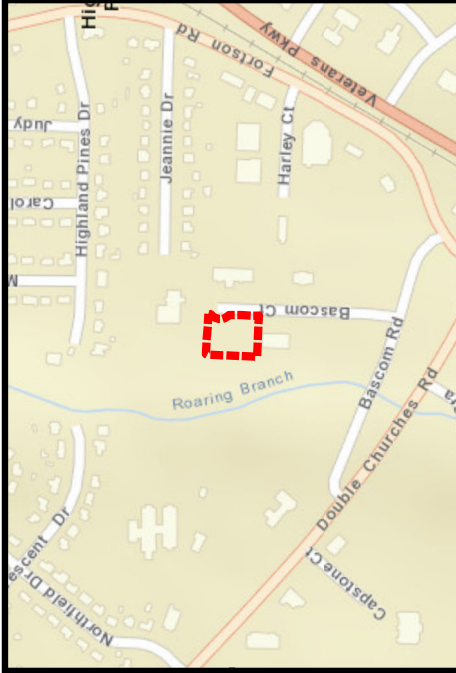
Opposition **4** Responses

Additional Information:

N/A

Attachments:

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



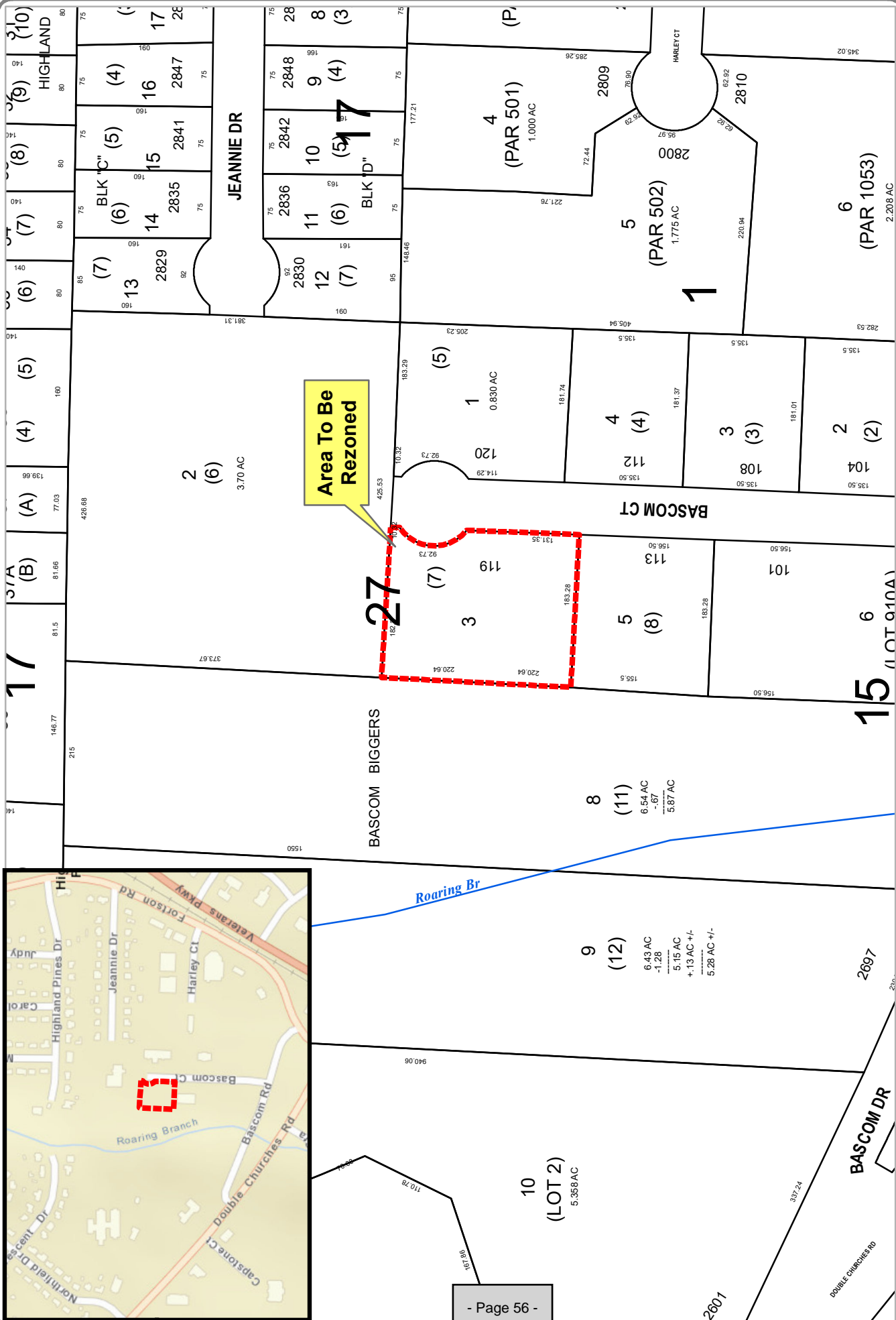
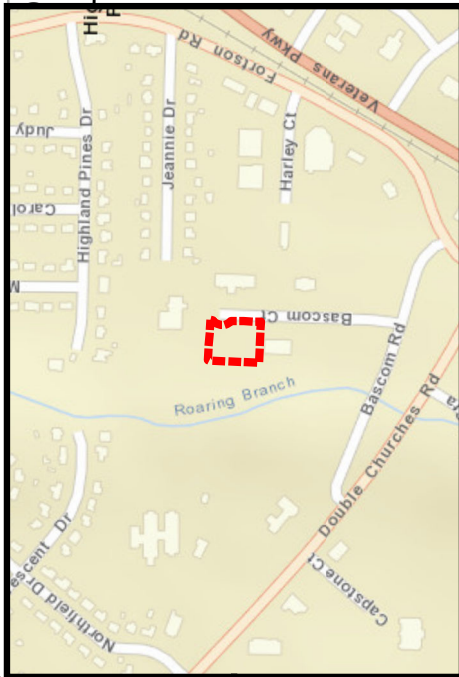
Area To Be
Rezoned

Item #2.

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

Aerial Map for REZN 06-23-0111
Map 073 Lot 027 Block 003
Planning Department-Planning Division
Prepared By Planning GIS Tech

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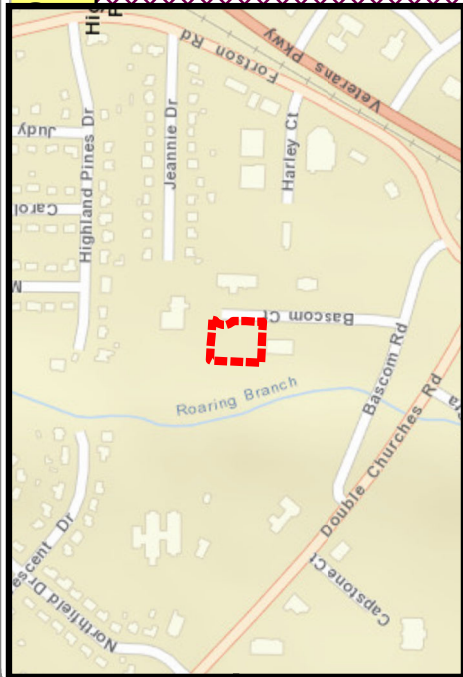
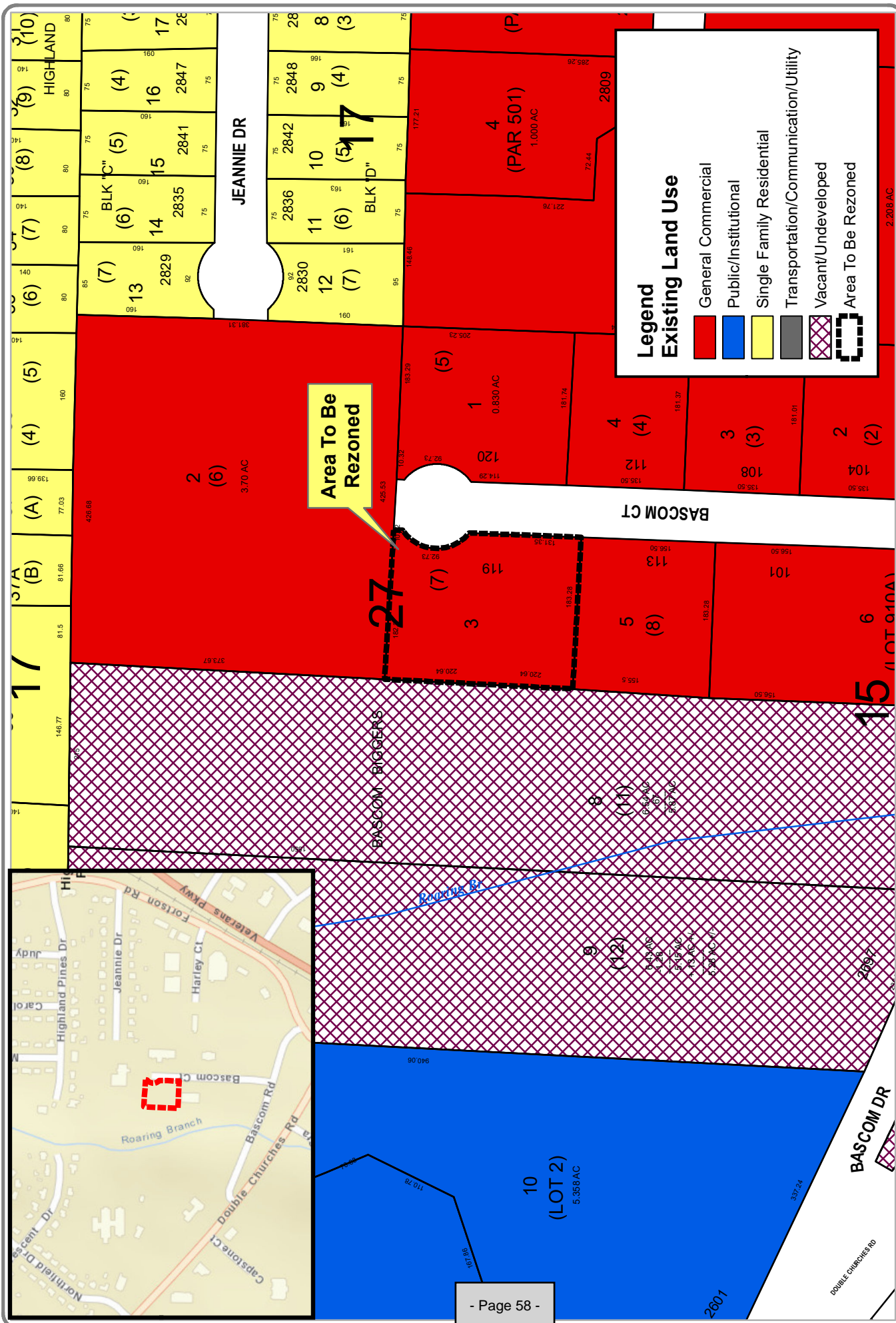


0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Location Map for REZN 06-23-0111
Map 073 Lot 027 Block 003
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Item #2.

0 75 150 Feet
1 inch = 150 feet

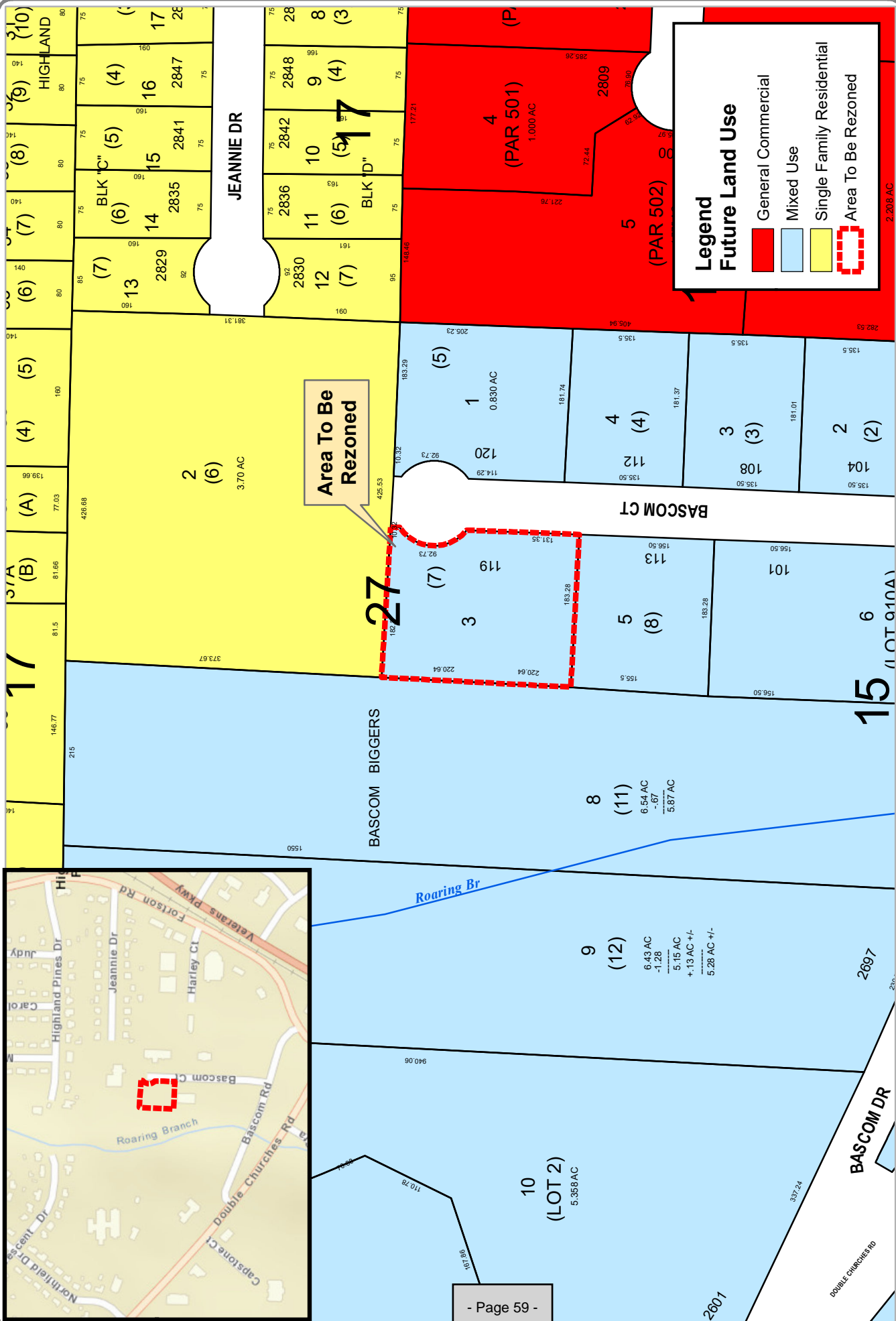
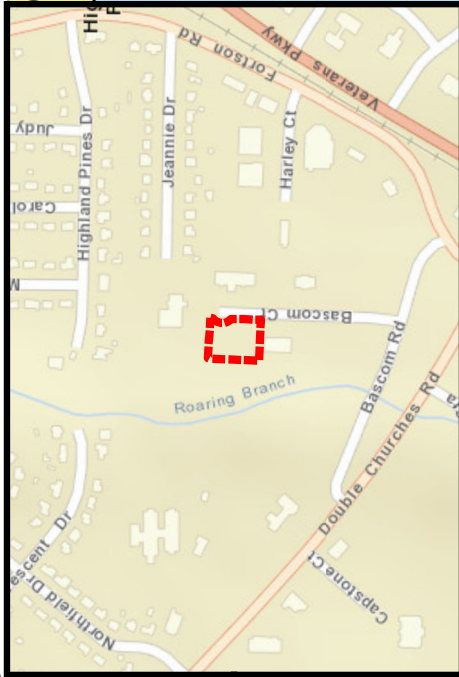
Data Source: IT/GIS
Author: David Cooper

Existing Land Use Map for REZN 06-23-0111
Map 073 Lot 027 Block 003

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: 6/22/2023



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.

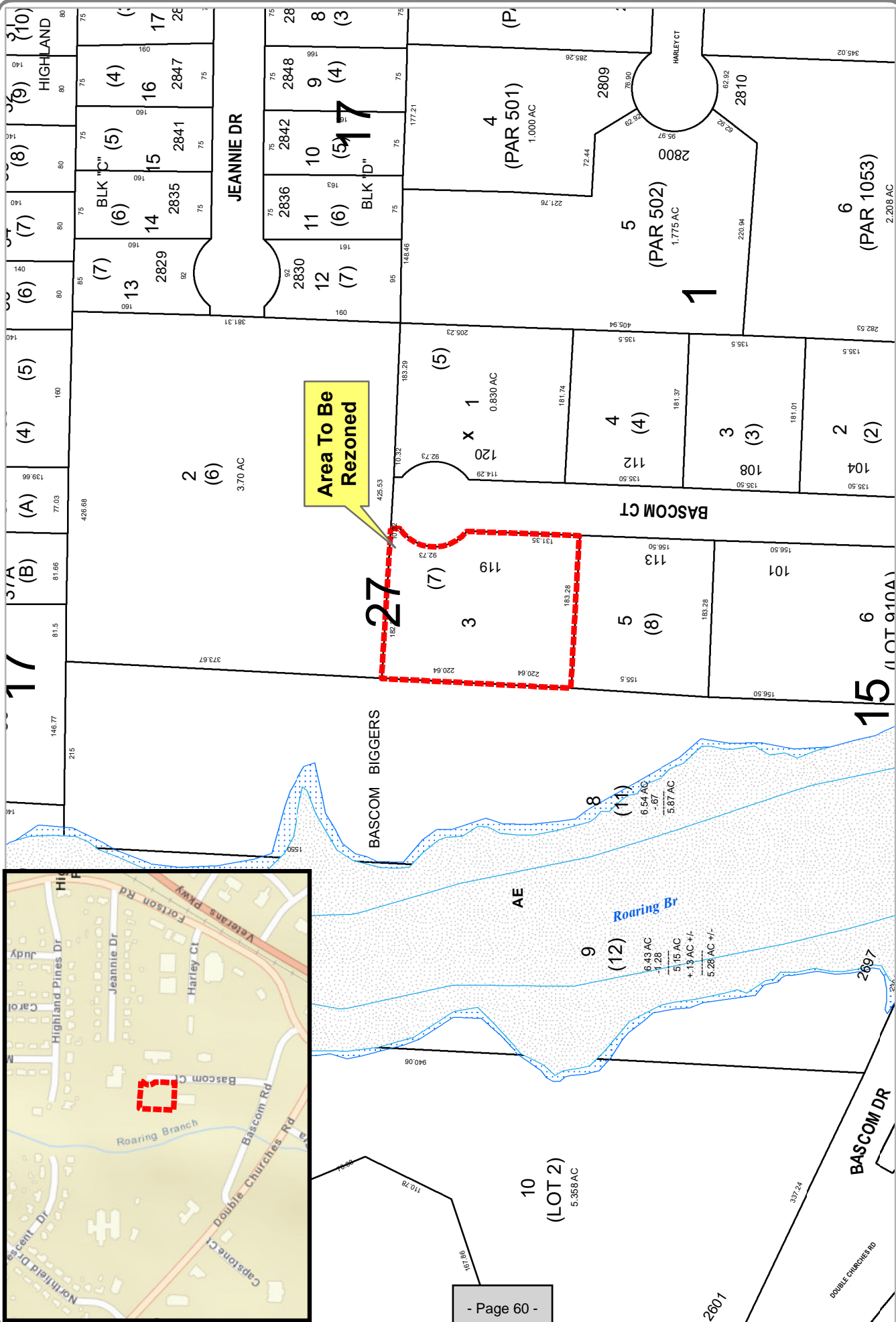
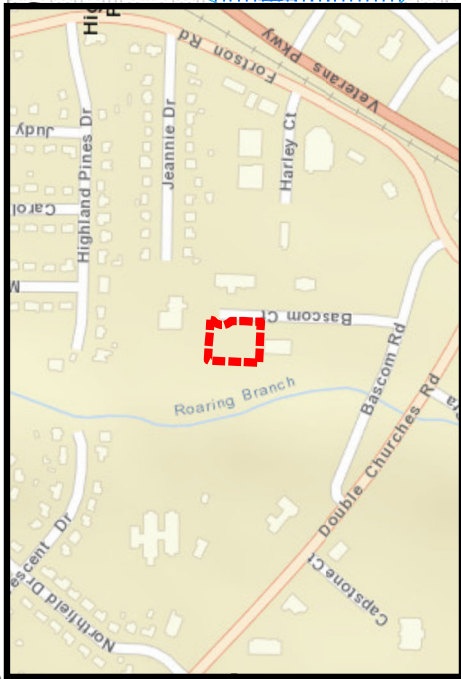
Date: 6/22/2023

Future Land Use Map for REZN 06-23-0111
Map 073 Lot 027 Block 003
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Item #2.



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: 6/22/2023

Item #2.

Columbus Planning

Flood Hazard Map for REZN 06-23-0111
Map 073 Lot 027 Block 003

Planning Department-Planning Division
Prepared By Planning GIS Tech

0 75 150 Feet
1 inch = 150 feet

Data Source: IT/GIS
Author: DavidCooper

ZONING CASE NO.	REZN 06-23-0111
PROJECT	119 Bascom Court
CLIENT	RO to GC
REZONING REQUEST	

Trip Generation Land Use Code *	210, 715 & 945
Existing Land Use	Residential-Office - (RO)
Proposed Land Use	General Commercial - (GC)
Existing Trip Rate Unit	RO - Acreage converted to square footage.
Proposed Trip Rate Unit	GC - Acreage converted to square footage.

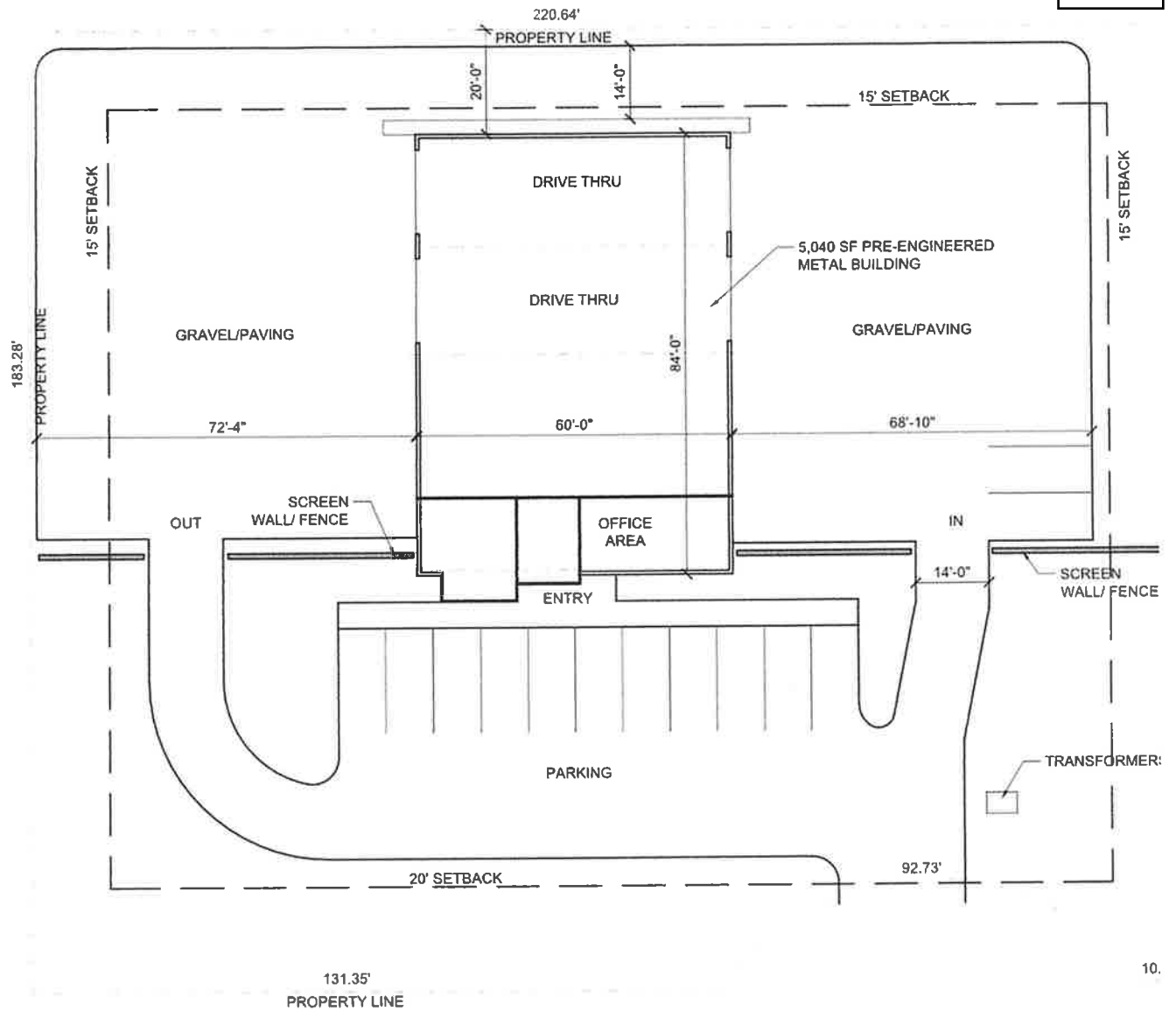
[illegible]

TRAFFIC PROJECTIONS

Name of Street	Double Churches Road
Street Classification	Collector
No. of Lanes	2
City Traffic Count (2021)	9,120
Existing Level of Service (LOS)**	D
Additional Traffic due to Existing Zoning	51
Total Projected Traffic (2021)	9,171
Projected Level of Service (LOS)**	D

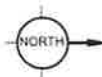
PROPOSED ZONING (GC)

Name of Street	Double Churches Road
Street Classification	Collector
No. of Lanes	2
City Traffic Count (2021)	9,120
Existing Level of Service (LOS)**	D
Additional Traffic due to Proposed	17
Total Projected Traffic (2021)	9,137
Projected Level of Service (LOS)**	D



SITE PLAN

SCALE: 1"=20'-0"



Sent from my iPhone

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 **119 Bascom Court** (parcel # 073-027-003) from Residential Office (RO) Zoning District to General Commercial (GC) Zoning District.

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

Section 1.

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

“All that tract or parcel of land situate, lying and being in Land Lot 42, 8th District, Columbus, Muscogee County, Georgia, and being known and designated as all of Lot 7 BASCOM COURT OFFICE PARK, as said lot is shown upon a plat of survey prepared by F. Wayne Allen R.L.S., dated February 7, 2001, and recorded in Plat Book 143 Page 50, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia to which reference is made for the particular location and dimension of said lots.”

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

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

Sandra T Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor

File Attachments for Item:

3. 1st Reading- An ordinance amending the Columbus, Georgia Pension Plan for General Government Employees, and the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety, and the Columbus, Georgia Employees Deferred Retirement Option Plan (collectively, the “Plans”) to clarify that the Plans will not recognize Qualified Domestic Relations Orders. (Recommendation of Pension Board)

AN ORDINANCE

NO. 23-__

An ordinance amending the Columbus, Georgia Pension Plan for General Government Employees, and the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety, and the Columbus, Georgia Employees Deferred Retirement Option Plan (collectively, the "Plans") to clarify that the Plans will not recognize Qualified Domestic Relations Orders.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION 1.

Section 5.03(a) of the Columbus, Georgia Pension Plan for General Government Employees is hereby stricken and replaced by a new Section 5.03(a) to read as follows:

"5.03 Direct Rollover Rules

(a) Notwithstanding any contrary provision of the Plan, but subject to any de minimis or other exceptions or limitations provided for under Section 401(a)(31) of the Code:

(i) Any prospective recipient (whether a Member, a surviving spouse or any other person eligible to make a rollover) of a distribution from the Plan which constitutes an "eligible rollover distribution" (to the extent otherwise includible in the recipient's gross income) may direct the Board to pay the distribution directly to an "eligible retirement plan";

(ii) If (A) Contribution Account refunded to a Member exceeds \$1,000, (B) the Member has not attained the later of his Normal Retirement Age or the age of sixty-two (62) and (C) the Member does not either consent in writing to a distribution to him (as opposed to a rollover to an "eligible retirement plan") or direct in writing the distribution be made to a specified "eligible retirement plan" or plans, then any "eligible rollover distribution" to the Member shall be made by the Board's paying the distribution directly to an "eligible retirement plan" which is an individual retirement plan in a direct rollover to the individual retirement plan on behalf of the Member (an "automatic rollover"), This clause does not apply to any person who is not a Member; and

(iii) Effective for distributions made in Plan Years beginning on or after January 1, 2010, any non-spouse designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code who is a prospective recipient of an "eligible rollover distribution" from the Plan may direct the Board to pay the distribution directly to an "inherited IRA."

SECTION 2.

Section 5.03(b)(i)(D) of the Columbus, Georgia Pension Plan for General Government Employees is hereby stricken and replaced by a new Section 5.03(b)(i)(D) to read as follows:

“(D) Effective for distributions made after December 31, 2001, the definition of eligible retirement plan applicable to a Participant shall also apply in the case of a distribution to a Member's surviving spouse.”

SECTION 3.

A new subsection (c) is added at the end of Section 6.04 of the Columbus, Georgia Pension Plan for General Government Employees to read as follows:

“(c) Non-Recognition of Qualified Domestic Relations Order: Notwithstanding the foregoing, the Beneficiary designation shall not be changed, created, amended, alienated, or assigned due to the issuance of a “qualified domestic relations order” (as defined in Section 414(p) of the Code). A qualified domestic relations order shall not be treated as a new Beneficiary designation under this Section 6.04. No benefits shall be paid according to a qualified domestic relations order.”

SECTION 4.

Section 9.02 of the Columbus, Georgia Pension Plan for General Government Employees is hereby stricken and replaced by a new Section 9.02 to read as follows:

“Nonalienation of Benefits: The right of a Member to a Pension payment upon death or termination, or any other right accrued or accruing to any Member or Beneficiary under the provisions of this Plan, shall be unassignable and not subject to sale, execution, garnishment, or attachment, or any other legal process whatsoever. For the avoidance of doubt, this Plan will not recognize qualified domestic relations orders or any other order purporting to divide a Member's benefits under this Plan pursuant to a domestic relations proceeding.

SECTION 5.

Section 5.03(a) of the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety is hereby stricken and replaced by a new Section 5.03(a) to read as follows:

“5.03 Direct Rollover Rules

(a) Notwithstanding any contrary provision of the Plan, but subject to any de minimis or other exceptions or limitations provided for under Section 401(a)(31) of the Code:

(i) Any prospective recipient (whether a Member, a surviving spouse or any other person eligible to make a rollover) of a distribution from the Plan which constitutes an "eligible rollover distribution" (to the extent otherwise includible in the recipient's gross income) may direct the Board to pay the distribution directly to an "eligible retirement plan";

(ii) If (A) Contribution Account refunded to a Member exceeds \$1,000, (B) the Member has not attained the later of his Normal Retirement Age or the age of sixty-two (62) and (C) the Member does not either consent in writing to a distribution to him (as opposed to a rollover to an "eligible retirement plan") or direct in writing the distribution be made to a specified "eligible retirement plan" or plans, then any "eligible rollover distribution" to the Member shall be made by the Board's paying the distribution directly to an "eligible retirement plan" which is an individual retirement plan in a direct rollover to the individual retirement plan on behalf of the Member (an "automatic rollover"). This clause does not apply to any person who is not a Member; and

(iii) Effective for distributions made in Plan Years beginning on or after January 1, 2010, any non-spouse designated Beneficiary within the meaning of Section 401(a)(9)(E) of the Code who is a prospective recipient of an "eligible rollover distribution" from the Plan may direct the Board to pay the distribution directly to an "inherited IRA."

SECTION 6.

Section 5.03(b)(i)(D) of the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety is hereby stricken and replaced by a new Section 5.03(b)(i)(D) to read as follows:

“(D) Effective for distributions made after December 31, 2001, the definition of eligible retirement plan applicable to a Participant shall also apply in the case of a distribution to a Member's surviving spouse.”

SECTION 7.

A new subsection (c) is added at the end of Section 6.04 of the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety to read as follows:

“(c) Non-Recognition of Qualified Domestic Relations Order: Notwithstanding the foregoing, the Beneficiary designation shall not be changed, created, amended, alienated, or assigned due to the issuance of a “qualified domestic relations order” (as defined in Section 414(p) of the Code). A qualified domestic relations order shall not be treated as a new Beneficiary designation under this Section 6.04. No benefits shall be paid according to a qualified domestic relations order.”

SECTION 8.

Section 9.02 of the Columbus, Georgia Pension Plan for Employees of the Department of Public Safety is hereby stricken and replaced by a new Section 9.02 to read as follows:

“Nonalienation of Benefits: The right of a Member to a Pension payment upon death or termination, or any other right accrued or accruing to any Member or Beneficiary under the provisions of this Plan, shall be unassignable and not subject to sale, execution, garnishment, or attachment, or any other legal process whatsoever. For the avoidance of doubt, the Plan will not recognize qualified domestic relations orders or any other order purporting to divide a Member’s benefits under this Plan pursuant to a domestic relations proceeding.”

SECTION 9.

The Columbus, Georgia Employees Deferred Option Retirement Plan is hereby amended by adding a new Section 6.9 to read as follows:

“6.9 Nonalienation of Benefits

The right of a Participant to a distribution of his DROP Account upon death or termination, or any other right accrued or accruing to any Participant or Beneficiary under the provisions of this DROP, shall be unassignable and not subject to sale, execution, garnishment, or attachment, or any other legal process whatsoever. For the avoidance of doubt, the DROP will not recognize qualified domestic relations orders or any other order purporting to divide a Participant’s benefits under this DROP pursuant to a domestic relations proceeding.”

SECTION 10.

This ordinance shall be effective as of its signing by the Mayor and return to the Clerk of Council (the “Effective Date”) and govern all current and future participants, except for participants with qualified domestic relations orders that the Plans have accepted and are in pay status before the Effective Date.

SECTION 11.

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

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

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

Sandra Davis
Clerk of Council

B.H. Henderson III
Mayor

File Attachments for Item:

4. Resolution authorizing the execution of a Federal Aviation Administration Grant, Airport Improvement Program (AIP) GRANT NO. 3-13-0035-057-2023 (Request of Columbus Airport Commission)

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF
FEDERAL AVIATION ADMINISTRATION GRANT
AIRPORT IMPROVEMENT PROGRAM (AIP)
GRANT NO. 3-13-0035-057-2023**

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

WHEREAS, the Columbus Airport Commission on July 25, 2023 submitted an application pursuant to the Airport Improvement Program (AIP) to the FAA to assist with the pavement rehabilitation of Taxiway F; and

WHEREAS, by Grant Agreement dated August 29, 2023, a copy of which is attached hereto, the FAA has offered the sum of \$1,934,847.00; and

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

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

WHEREAS, the Columbus Airport Commission by resolution passed at a regular meeting thereof held on August 23, 2023 has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

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

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

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

WHEREAS, said Grant Agreement must be accepted and executed by Columbus, Georgia, and the Columbus Airport Commission and returned to the FAA on or before September 13, 2023.

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

1. That Columbus, Georgia, a Consolidated Government, hereby authorizes the acceptance of the offer of a grant proposed by the FAA and hereby authorizes, approves, and ratifies the execution of the Grant Agreement among the FAA and the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government, as co-sponsors of the Columbus Airport, in the form presented to Council and made a part hereof by this specific reference; and

2. That the execution of the Grant Agreement referred to hereinabove, on behalf of said Columbus, Georgia, a Consolidated Government, by the Honorable Skip Henderson, as Mayor, and the Honorable Sandra T. Davis, as Clerk, and the impression of the official seal of Columbus, Georgia, a Consolidated Government, which shall be electronic pursuant to FAA execution requirements, is hereby authorized, adopted, approved, accepted, and ratified.

3. That Mayor is also authorized to enter into a Memorandum of Understanding with the Columbus Airport Commission in accordance with the terms set forth above.

Remainder of page intentionally left blank. Signatures appear on next page.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 12th day of September, 2023, and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

SANDRA T. DAVIS,
CLERK OF COUNCIL

B. H. "SKIP" HENDERSON, III,
MAYOR

EXPLANATION OF RESOLUTION

The Columbus Airport Commission (the “Commission”) has applied for a grant pursuant to the Airport Improvement Program to assist with Taxiway F’s pavement rehabilitation.

The funds from the proposed grant will be used to assist in the construction phase of the taxiway’s renovation. The FAA has agreed to fund ninety percent (90%) of all allowable costs. The remaining ten percent (10%) will be split equally between the Commission and GDOT.

This resolution and explanation prepared by:

Alston E. Auten, Esq.
Morgan & Auten, P.C.
Attorneys for Columbus Airport Commission
Post Office Box 2056
Columbus, Georgia 31902

3-13-0035-057-2023



U.S. Department
of Transportation
Federal Aviation
Administration

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

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

August 29, 2023

Chairman Art Guin
Columbus Airport Commission
3250 W Britt David Road
Columbus, GA 31909

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

Dear Mr. Guin, Mayor Henderson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-13-0035-057-2023 at Columbus Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 13, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

3-13-0035-057-2023

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

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

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

FAA Contact Information. Russell Maraman, (404) 305-6745, russell.b.maraman@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston

Parks Preston (Aug 29, 2023 08:57 EDT)

Parks Preston
ADO Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 29, 2023

Airport/Planning Area Columbus Airport

FY2023 AIP Grant Number 3-13-0035-057-2023

Unique Entity Identifier SQNPGJ1NZY13

TO: Columbus Consolidated Government
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 25, 2023, for a grant of Federal funds for a project at or associated with the Columbus Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Taxiway F (2,000 ft) - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,934,847.**

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

\$ 1,934,847 airport development.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to

expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 13, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to

this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

- iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 1, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;

- ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

3-13-0035-057-2023

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

3-13-0035-057-2023

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Parks Preston (Signature)
Parks Preston (Aug 29, 2023 08:57 EDT)

Parks Preston
(Typed Name)

Manager
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3-13-0035-057-2023

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 5, 2023

Columbus Consolidated Government

(Name of Sponsor)

Arthur M Guin

Arthur M Guin (Sep 5, 2023 13:40 EDT)
(Signature of Sponsor's Authorized Official)

By: Arthur M Guin

(Typed Name of Sponsor's Authorized Official)

Title: Chairman, Columbus Airport Commission

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3-13-0035-057-2023

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Alston E. Auten, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 5, 2023

By: Alston E. Auten
Alston E. Auten (Sep 5, 2023 13:31 EDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

3-13-0035-057-2023

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

Columbus Consolidated Government

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**Columbus Consolidated Government**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 25, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COLUMBUS
AIRPORT COMMISSION AND COLUMBUS, GEORGIA, A CONSOLIDATED
GOVERNMENT

WHEREAS, the FAA has offered a grant pursuant to the Airport Improvement Program to the Columbus Airport (No. 3-13-0035-057-2023); and

WHEREAS, by Grant Agreement No. 3-13-0035-057-2023 dated August 29, 2023, a copy of which is attached hereto, the FAA has offered the sum of \$1,934,847.00; and

WHEREAS, five percent (5%) of such grant amount is due from the Columbus Airport Commission; and

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

WHEREAS, the Columbus Airport Commission by resolution has formally agreed to accept the offer of such grants from the FAA and has caused the Grant Agreements to be executed by its duly authorized officers; and

WHEREAS, the Columbus Council has authorized Mayor B.H. "Skip" Henderson III to sign the attached Grant Agreements based upon the assurance that all Sponsor responsibilities as outlined in the Grant Agreements will be performed and carryout out by or at the direction of the Columbus Airport Commission and that Columbus, Georgia will not perform any Sponsor responsibilities and not suffer any risk or financial liability and a result of signing the Grant Agreements as a Sponsor;

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

In consideration for the Columbus Council's authorization for the Mayor to sign the Grant Agreements and facilitate the receipt of the FAA Grant by the Airport Commission, the Airport Commission hereby agrees as follows:

1. The Columbus Airport Commission agrees that as between the two parties designated as Sponsor to the Grant Agreements, it shall act as the Grant recipient and perform and assume all responsibilities financial and otherwise which a Sponsor may be obligated to carry out under the Grant Agreements.
2. The Columbus Airport Commission will indemnify and hold the Columbus, Georgia consolidated government or any officer, official, agent or employee thereof, harmless against any and all financial obligations of either Sponsor under the Grant Agreements and for claims brought against it resulting from the Project or the Columbus Airport Commission's obligations under the Grant Agreements.

ENTERED INTO THIS ____ day of September, 2023.

Columbus Airport Commission

Columbus, Georgia Consolidated Govt.

By: Arthur Guin
Title: Chair

By: B.H. "Skip" Henderson, III
Mayor

File Attachments for Item:

5. Resolution authorizing the execution of a Federal Aviation Administration Grant, Airport Improvement Program (AIP) GRANT NO. 3-13-0035-058-2023 (Request of Columbus Airport Commission)

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF
FEDERAL AVIATION ADMINISTRATION GRANT
AIRPORT IMPROVEMENT PROGRAM (AIP)
GRANT NO. 3-13-0035-058-2023**

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

WHEREAS, the Columbus Airport Commission on July 25, 2023 submitted an application pursuant to the Airport Improvement Program (AIP) to the FAA to assist with the reconstruction of Runway 06/24; and

WHEREAS, by a proposed Grant Agreement , a form of which is attached hereto, the FAA has offered the sum of \$1,163,977.00; and

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

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

WHEREAS, the Columbus Airport Commission by resolution passed at a regular meeting thereof held on August 23, 2023 has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

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

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

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

WHEREAS, said Grant Agreement must be accepted and executed by Columbus, Georgia, and the Columbus Airport Commission and returned to the FAA on or before September 15, 2023.

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

1. That Columbus, Georgia, a Consolidated Government, hereby authorizes the acceptance of the offer of a grant proposed by the FAA and hereby authorizes, approves, and ratifies the execution of the Grant Agreement among the FAA and the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government, as co-sponsors of the Columbus Airport, in the form presented to Council and made a part hereof by this specific reference; and

2. That the execution of the Grant Agreement referred to hereinabove, on behalf of said Columbus, Georgia, a Consolidated Government, by the Honorable Skip Henderson, as Mayor, and the Honorable Sandra T. Davis, as Clerk, and the impression of the official seal of Columbus, Georgia, a Consolidated Government, which shall be electronic pursuant to FAA execution requirements, is hereby authorized, adopted, approved, accepted, and ratified.

3. That Mayor is also authorized to enter into a Memorandum of Understanding with the Columbus Airport Commission in accordance with the terms set forth above.

Remainder of page intentionally left blank. Signatures appear on next page.

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

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

SANDRA T. DAVIS,
CLERK OF COUNCIL

B. H. "SKIP" HENDERSON, III,
MAYOR

EXPLANATION OF RESOLUTION

The Columbus Airport Commission (the “Commission”) has applied for a grant pursuant to the Airport Improvement Program to assist with Runway 06/24’s reconstruction.

The funds from the proposed grant will be used to assist in the design phase of the runway’s reconstruction. The FAA has agreed to fund ninety percent (90%) of all allowable costs. The remaining ten percent (10%) will be split equally between the Commission and GDOT.

This resolution and explanation prepared by:

Alston E. Auten, Esq.
Morgan & Auten, P.C.
Attorneys for Columbus Airport Commission
Post Office Box 2056
Columbus, Georgia 31902



U.S. Department
of Transportation
Federal Aviation
Administration

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

Atlanta Airports District
Office:
1701 Columbia Ave., Suite
220
College Park, GA 30337

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Chairman Art Guin
Columbus Airport Commission
3250 W Britt David Road
Columbus, GA 31909

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

Dear Mr. Guin, Mayor Henderson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-13-0035-058-2023 at Columbus Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 15, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

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

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

FAA Contact Information. Russell Maraman, (404) 305-6745, russell.b.maraman@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{Sig_es_:signer1: signature}}

Parks Preston
Manager

DRAFT



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<code>{{DateTime_es_ :signer1:calc(now()):format(date," mmmm d, yyyy")}}</code>
Airport/Planning Area	Columbus Airport
FY2023 AIP Grant Number	3-13-0035-058-2023
Unique Entity Identifier	SQNPGJ1NZY13
TO:	Columbus Consolidated Government
	(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 25, 2023, for a grant of Federal funds for a project at or associated with the Columbus Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway 06/24 (Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,163,977.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b): \$ 1,163,977 airport development or noise program implementation.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 2/1/2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

- 28. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed

that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

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

DRAFT

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm,width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

Columbus Consolidated Government

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated **{{DateTime_es_:signer4:calc(now()):format(date," mmmm d, yyyy")}}**

Columbus Consolidated Government

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: **{{N_es_:signer4:fullname}}**

(Typed Name of Sponsor's Authorized Official)

Title: **{{*Ttl_es_:signer4:title}}**

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer5: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at **{{DateTime_es :signer5:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Columbus Consolidated Government**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 25, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

DRAFT

File Attachments for Item:

1. Retiree Health Insurance Plan

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

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Retiree Health Insurance Plan
AGENDA SUMMARY:	Approval is requested authorizing the renewal of the Medicare-eligible healthcare plan benefits and the United Healthcare Medicare Advantage plan.
INITIATED BY:	Human Resources Department

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

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

City Council authorized a contract with United Healthcare for the retiree Medicare Advantage Plan (Res. No. 284-12). There is no recommended change in Medicare Advantage plan provider for the retirees for calendar year 2024 and the Retiree Benefits Committee, NFP Benefits Consulting, and the Human Resources Department recommends remaining with United Healthcare.

Analysis: Three carriers made bids for coverage, Anthem Insurance, Humana, and United Healthcare. United Healthcare presented another strong bid for coverage in CY2024. The post-65 retiree health insurance costs will be reduced by 12.1% in 2024 and there are no plan design changes. The retirees' monthly premium rate will be \$82.50 a month for the City subsidized retiree group (hired prior to July 1, 2001) and \$110.00 for the unsubsidized retiree group (hired on or after July 1, 2001). The out-of-pocket maximum will remain at \$1,000 annually. Because of United Healthcare's competitive bid, excellent customer service, stability, and consistency; it was determined to remain with UHC.

Financial Considerations: A reduction in plan costs means the cost to the City will be reduced by 12.1% in CY2024.

Legal Considerations: The Council must authorize changes to the health plan.

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

A RESOLUTION

NO. ____

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

WHEREAS, United Healthcare has offered the City a competitive renewal of the Medicare Advantage PPO plan which resulted in a 12.1% reduced premium rates and no plan design changes; and,

WHEREAS, the monthly premium rate is \$82.50 for the City subsidized retiree group and \$110.00 for the unsubsidized retiree group. The out-of-pocket maximum is \$1,000 annually for CY2024; and,

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

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

Section I.

That the City Manager is authorized to renew the existing Medicare Advantage PPO contract with United Healthcare. The renewal will become effective January 1, 2024.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

A. Ambulance with Equipment for Fire & EMS – HGACBUY Cooperative Contract

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Ambulance with Equipment for Fire & EMS – HGACBUY Cooperative Contract
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of two (2) 2024 Ford F-450 ambulances with equipment from Frazer Ltd (Houston, TX) at a unit cost of \$374,425.00 each, in the total amount of \$748,850.00. The purchase will be accomplished by Cooperative purchase via HGACBuy Contract #AM10-20.

The two (2) new transport ambulances will provide needed additional resources as services are expanded for citizens of Columbus. These vehicles will allow for greater response coverage within the City once all personnel are trained. The purchase price includes the stretcher, cardiac monitor, and necessary loose equipment for each unit. These are new vehicles.

This purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #AM10-20, initiated by HGACBuy, whereby Frazer Ltd. was one of the successful vendors contracted to provide Ambulances, EMS & Other Special Service Vehicles. The effective date of the contract began October 1, 2020, and will expire on September 30, 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 and Federal statutes. The RFP process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Article 9-101 of the Procurement Ordinance.

Funds are available in the FY24 Budget: LOST-Public Safety Fund – Fire & EMS –Public Safety-LOST – Heavy Trucks; 0102-410-9900-LOST-7723.

A RESOLUTION**NO.**_____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) AMBULANCES WITH EQUIPMENT FROM FRAZER LTD (HOUSTON, TX) AT A UNIT COST OF \$374,425.00 EACH, IN THE TOTAL AMOUNT OF \$748,850.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA HGACBUY CONTRACT #AM10-20.

WHEREAS, the two (2) new transport ambulances will provide needed additional resources as services are expanded for citizens of Columbus. These vehicles will allow for greater response coverage within the City once all personnel are trained. The purchase price includes the stretcher, cardiac monitor, and necessary loose equipment for each unit. These are new vehicles; and,

WHEREAS, this purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #AM10-20, initiated by HGACBuy, whereby Frazer Ltd. was one of the successful vendors contracted to provide Ambulances, EMS & Other Special Service Vehicles. The effective date of the contract began October 1, 2020 and will expire on September 30, 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 and Federal statutes. The RFP process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Article 9-101 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase two (2) ambulances with equipment from Frazer Ltd (Houston, TX) at a unit cost of \$374,425.00 each, in the total amount of \$748,850.00. The purchase will be accomplished by Cooperative purchase via HGACBuy Contract #AM10-20. Funds are available in the FY24 Budget: LOST-Public Safety Fund – Fire & EMS –Public Safety-LOST – Heavy Trucks; 0102-410-9900-LOST-7723.

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

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____

Councilor Davis voting _____
Councilor Garrett voting _____
Councilor Huff voting _____
Councilor Thomas voting _____
Councilor Tucker voting _____

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

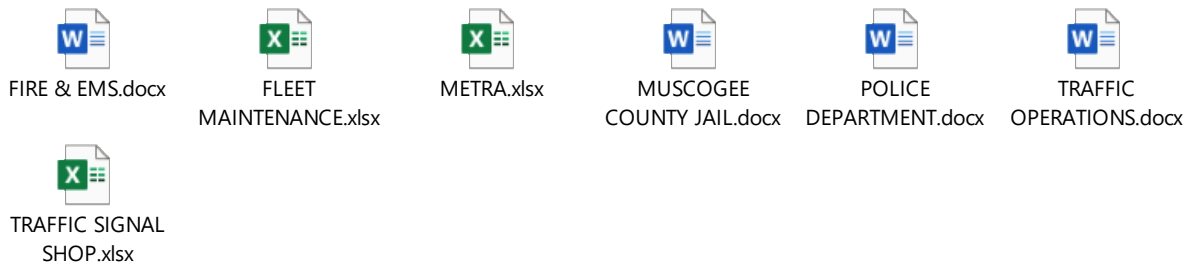
File Attachments for Item:

B. Declaration of Surplus Equipment

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Declaration of Surplus Equipment
INITIATED BY:	Finance Department

It is requested that Council declare as surplus, the equipment shown on the attached lists, as well as, miscellaneous office equipment and furniture, in accordance with Section 7-501 of the Charter of Columbus Consolidated Government; additionally, approval is also requested to declare any items as surplus, which may be added to the list prior to the auction. The equipment has either been replaced or placed out of service due to excess maintenance cost.



The surplus items will be disposed of by live auction on Saturday, October 7, 2023, held on the grounds of the Civic Center. The auction will be conducted by the City's contracted Auctioneer, Evans Auctioneers, Inc. Additionally, some items may be sold online through GovDeals or formal bid, whichever method is most appropriate for the asset.

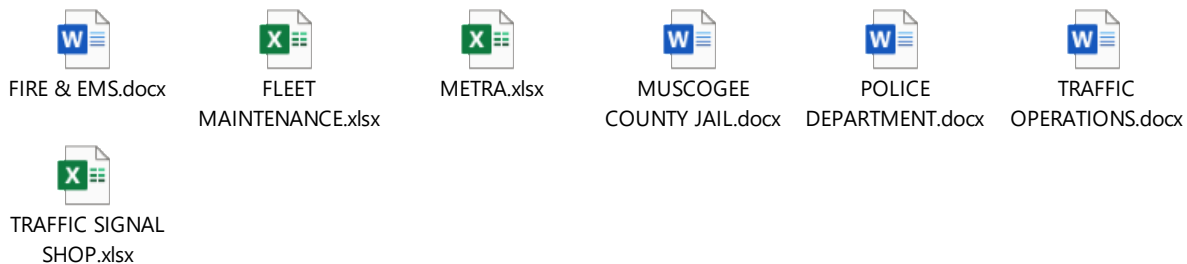
Revenue from the auction will be deposited into Various Funds - Sale of Surplus Equipment Account 4907.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE DECLARATION AS SURPLUS THE EQUIPMENT SHOWN ON THE ATTACHED LISTS, AS WELL AS, MISCELLANEOUS OFFICE EQUIPMENT AND FURNITURE, AS SURPLUS, IN ACCORDANCE WITH SECTION 7-501 OF THE CHARTER OF COLUMBUS CONSOLIDATED GOVERNMENT; ADDITIONALLY, APPROVAL IS ALSO REQUESTED TO DECLARE ANY ITEMS AS SURPLUS, WHICH MAY BE ADDED TO THE LIST PRIOR TO THE AUCTION. THE EQUIPMENT HAS EITHER BEEN REPLACED OR PLACED OUT OF SERVICE DUE TO EXCESS MAINTENANCE COST.

WHEREAS, the list of surplus items are as follows:



WHEREAS, the surplus items will be disposed of by live auction on Saturday, October 7, 2023, held on the grounds of the Civic Center. The auction will be conducted by the City's contracted Auctioneer, Evans Auctioneers, Inc. Additionally, some items may be sold online through GovDeals or formal bid, whichever method is most appropriate for the asset.

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

That the City Manager is hereby authorized to declare as surplus the equipment shown on the attached lists, as well as, miscellaneous office equipment and furniture, as surplus, in accordance with Section 7-501 of the Charter of Columbus Consolidated Government; additionally, approval is also requested to declare any items as surplus, which may be added to the list prior to the auction. The equipment has either been replaced or placed out of service due to excess maintenance cost. Revenue from the auction will be deposited into Various Funds - Sale of Surplus Equipment Account 4907.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

QTY.

ASSORTED

RESISTORS
 CAPACITORS
 DIODES
 TRANSISTORS
 IC 'S
 FUSES
 SWITCHES
 VOLUME CONTROLS
 RF ADAPTORS
 KNOBS
 MIC ELEMENTS AND MICS
 MOBILE & PORTABLE SPEAKERS
 MOBILE & PORTABLE ANTENNAE
 FEDERAL PA150, PA200, & PA300 SIRENS
 FEDERAL PA300 SIREN PARTS
 BOGEN PA AMPS. & WALL SPKRS. & REPAIR PARTS
 14.1V 8A FIXED POWER SUPPLIES
 ANALOG & DIGITAL MULTIMETERS
 TOWER LIGHTS AND CONTROLLERS
 10 SWITCH - SWITCH BOXES FOR BAR LIGHTS

5	MOTOROLA R-1011 PWR. SUPPLIES	0-20V/0-40V 0-20A/0-40A
3	MOTOROLA T-1013A RF LOAD RESISTORS	
2	GENERAL DYNAMICS R2670B COMM.SYS. ANALYZERS	
1	AEROFLEX 3920 DIGITAL RADIO TEST SET	
1	MOTOROLA R2400A RADIO SERVICE MONITOR	
1	MOTOROLA R-1029B 2 CH. 20 MHZ OSCILLOSCOPE	
1	PROTEK P-2560 3 CH. 80 MHZ OSCILLOSCOPE	
1	TEKTRONIC 2235A 100 MHZ OSCILLOSCOPE	
1	TEKTRONIC 5111A 2 CH. RACK MOUNT STORAGE OSCIL.	
1	HP CP3525DN COLOR LAZERJET PRINTER	
1	A.P.E. CHIPMASTER SMD-1000 HOT AIR BONDER	
1	A.P.E. BANDIT HOT AIR BONDER W/CAMERA & MONITOR	
1	BOONTON 92EA RF MILLIVOLTMETER	
1	HP3400A RMS VOLTMETER	
3	MOTOROLA S1053D AC VOLTMETERS	
1	BK PRECISION 1689 0-15V 0-28A POWER SUPPLY	
4	MOTOROLA R1011 0-20/0-40V 0-20A/0-40A PWR. SUPPLY	
1	WAVETEK 188 4 MHZ SWEEP/FUNCTION GENERATOR	
1	MOTOROLA R-1150A CODE SYNTHESIZER II (TONE GEN.)	
1	AIEC 2TSG-1 TONE GENERATOR	
3	BIRD MODEL 43 RF WATT METERS	
1	BIRD MODEL 4304-A RF WATT METER	
1	BIRD MODEL APM-16 WATT METER	
2	BALL/EFRATOM ATOMIC CLOCKS	
1	LEADER LDC-825 DIGITAL FREQ. COUNTER	
	MISC.	

Auction 2023- BUSES				
Description(make & model)	Year	Quantity	Veh./Equip. #	VIN #
GILLIG BUS, 35 FT. Bus- Tran	2009	1	1215	15GGB271191176431
GILLIG BUS, 35 FT. Bus- Tran	2011	1	1219	15GGB2714B1178857
Auction 2023- EQUIPMENT				
Description	Color	Quantity	VIN #	Location
WHIRLPOOL REFRIGERATOR	WHITE	1	513308519	BAY 19
ACER COMPUTER MONTIOR	BLACK	2	9980251840, 2403930242	BAY 19
SONY RADIO	GREY	1	CFD-ZW755	BAY 19
OFFICE CHAIRS	BLACK	3	N/A	BAY 19
MOBILE VIEWING DOCK STATION	BLACK	1	MVH30DS1250199	BAY 19
SLEEP APENA MACHINE	GREY	1	N/A	BAY 19
ELECTRIC HOLE PUNCHER	OFF WHITE	1	PW22830	BAY 19
TATUNG MONTIOR,KEYBOARD AND MOUSE	BLACK	1	S061K01510092	BAY 19
DIGITAL RECORDER	BLACK & RED	1	00S0C226F62A	BAY 19
DESK LAMP	BLACK	1	N/A	BAY 19
GFI FAREBOX	BLACK	1	KB35328	BAY 19
PELCO VIDEO TRANSMITTER	GREY	1	DC08252	BAY 19
SPECO TECHNOLOGIES MULTI CHANNEL BOX	DARK GREY	1	852160259	BAY 19
HP SCANJET 5590	GREY	1	CN957TS2TP	BAY 19
HP PRNTER	GREY	1	PHBHF07809	BAY 19
CISCO PHONE	GREY	1	N/A	BAY 19
MITSUBISHI VCR	GREY	1	007833M	BAY 19
DEMCO VIDEO MONTIOR	BLACK	1	M4090650	BAY 19
GFI OPERATOR CONTROLLER	BLACK	1	0CO32586	BAY 19
LEXMARK FAX MACHINE	BLACK	1	000F9238872	BAY 19
MAGNUM DVD & VIDEO PLAYER	BLACK	1	D34032819	BAY 19

CANNON PRINTER	BLACK	1	AELE22539	BAY 19
OFFICE CHAIR	RED	1	N/A	BAY 19
HP PRNTER	BLACK	1	CN67FET0K4	BAY 19
MAD VAC 101-D	BLUE	1	3104	MIDDLE BAY
TIRE MACHINE	BLACK	1	OO1	MIDDLE BAY
WHIRLPOOL STOVE	WHITE	1	RM4116221	MIDDLE BAY
FILE CABINET	BROWN	1	O1328	MIDDLE BAY
SSS TRIPLES BUFFER	BLACK	1	60958	UPPER SHOP
STIHL BLOWER	ORANGE	3	295341423,05426982,275198678	UPPER SHOP
TRANSMISSION	BLACK	1	N/A	UPPER SHOP

Muscogee County Jail Auction 2023

Printer

10 -12 Old Control Panel Systems

Obsolete Patrol Car Computers

Obsolete Radar

Possible other miscellaneous items not yet reported from other locations.

EQUI #	YEAR	MANUFACTURER	MODEL	VIN NUMBER	Description	Odometer/Hours	
2380	2009	INTERNATIONAL	AMBULANCE	1HTMNAAM19H100751	AMBULANCE	106,833	
2381	2011	FREIGHTLINER	AMBULANCE	1FVACVDUXBDAU9912	AMBULANCE	200,242	
3167	2001	CHEVROLET	MALIBU	1G1ND52J516246126	SEDAN	97,213	
3220	2013	FORD	AMBULANCE	1FDRF3GTODEB78440	AMBULANCE	137,900	
9695	1997	CHEVROLET	INMATE VAN	1GBJG31R9V1051761	INMATE VAN	136,746	
6958	2001	GMC	PICK-UP	1GTCS19W518212741	TRUCK	216,212	
10241	2001	CHEVROLET	INMATE VAN	1GBJG31R021194853	INMATE VAN	121,436	
10252	2003	DODGE	DAKOTA	1D7HL12X73S133184	TRUCK	254,225	
10294	2003	FORD	CROWN VIC	2FAFP73W33X164224	SEDAN/PURSUIT	196,542	
10303	2003	CHEVROLET	SEDAN	1G1ND52J63M568692	SEDAN	73,846	
11030	2007	CHEVROLET	SEDAN	1G1ZS58N37F252310	SEDAN	161,782	
11043	2007	FORD	EXPLORER	1FMEU73E67UB56987	SUV	171,352	
11048	2007	FORD	EXPLORER	1FMEU63E97UB70568	SUV	161,969	
11049	2007	FORD	EXPLORER	1FMEU63E77UB70570	SUV	148,029	
11094	2007	FORD	EXPLORER	1B7GL23X5TS644788	SUV	58,280	WRECKED
11098	2008	FORD	EXPLORER	1FMEU63E78UB21807	SUV	184,367	
11099	2008	FORD	EXPLORER	1FMEU63E98UB21808	SUV	157,312	
11213	2011	FORD	F350	1FD8W3G61BEA30977	TRUCK	115,748	WRECKED
11224	2010	FREIGHTLINER	EDUCATOR	1FVHC7DV9BHAZ2195	SEWER TRUCK	81,161	
17075	2001	CHEVROLET	SEDAN	1G1ND52J61M618956	SEDAN	48,527	
17140	2002	CHEVROLET	SEDAN	1G1ND52J32M645288	SEDAN	88,572	
17185	2003	CHEVROLET	SEDAN	1G1ND52J63M568370	SEDAN	73,941	
17188	2003	CHEVROLET	SEDAN	1G1ND52J13M568812	SEDAN	134,568	
17252	2004	FORD	TAURUS	1FAHP52U54A189519	SEDAN	141,459	
17258	2004	FORD	TAURUS	1FAHP52U14A189520	SEDAN	121,139	
17314	2004	TIGR		LSCB23D64A013502	TRUCK	19,511	
17441	2007	FORD	CROWN VIC	2FAFP71W87X161988	SEDAN/PURSUIT	142,167	
17457	2008	CHEVROLET	IMPALA	2G1WB55K381304718	SEDAN	132,805	
17459	2008	CHEVROLET	IMPALA	2G1WB55K281303835	SEDAN	112,789	
17460	2008	CHEVROLET	IMPALA	2G1WB55K081303767	SEDAN	136,724	
17491	2009	FORD	CROWN VIC	2FAHP71VX9X110267	SEDAN/PURSUIT	93,201	
17498	2009	FORD	CROWN VIC	2FAHP71V09X110259	SEDAN/PURSUIT	122,968	
17508	2009	FORD	CROWN VIC	2FAHP71V19X110254	SEDAN/PURSUIT	132,872	

17549	2009	FORD	CROWN VIC	2FAHP71V09X128096	SEDAN/PURSUIT	136,769	
17597	2009	FORD	CROWN VIC	2FAHP71V59X124562	SEDAN/PURSUIT	146,235	
17622	2009	FORD	CROWN VIC	2FABP7BV6AX101218	SEDAN/PURSUIT	150,431	WRECKED
17659	2010	FORD	CROWN VIC	2FABP7BV3AX103380	SEDAN/PURSUIT	140,622	
17681	2010	FORD	CROWN VIC	2FABP7BV9AX103402	SEDAN/PURSUIT	161,393	WRECKED
17694	2010	FORD	CROWN VIC	2FABP7BV7AX103429	SEDAN/PURSUIT	153,646	
17800	2012	CHEVROLET	TAHOE	1GNLC2EOOCR228337	SUV PURSUIT	144,543	
17805	2002	CHEVROLET	TAHOE	1GNLC2EO8CR228358	SUV PURSUIT	126,268	
17809	2012	CHEVROLET	TAHOE	1GNLC2O5ECR225241	SUV PURSUIT	168,000	
17811	2012	CHEVROLET	TAHOE	1GNLC2EO8CR225346	SUV PURSUIT	128,030	
17814	2012	CHEVROLET	TAHOE	1GNLC2EO2CR225276	SUV PURSUIT	130,432	
17820	2012	CHEVROLET	TAHOE	1GNLC2EO4CR226980	SUV PURSUIT	120,624	
17822	2012	CHEVROLET	TAHOE	1GNLC2EO7CR227086	SUV PURSUIT	95,568	
17829	2012	DODGE	CHARGER	2C3CDXAT6CH266663	PURSUIT	122,933	
17880	2013	DODGE	CHARGER	2C3CDXAT8DH625867	PURSUIT	104,679	WRECKED
17996	2016	DODGE	CHARGER	2C3CDXAT7GH199240	PURSUIT	93,502	WRECKED
18000	2005	FORD	CROWN VIC	2FAFP71W95X172530	PURSUIT	156,151	
18052	2010	FORD	CROWN VIC	2FABP7BV9AX116134	PURSUIT	130,172	
18060	2011	CHEVROLET	TAHOE	1GNLC2EO2BR196585	PURSUIT	111,316	WRECKED
18073	2011	FORD	CROWN VIC	2FABP7BV3BX168215	PURSUIT	117,561	
18080	2012	CHEVROLET	TAHOE	1GNLC2EO6CR223790	PURSUIT	111,275	WRECKED
19019	2017	CRANE CARRIER	REFUSE TRUCK	1H9ABDAC3H1674396	REFUSE TRUCK	56,996	
19032	2017	CRANE CARRIER	REFUSE TRUCK	1H9ABDAC7H1674384	REFUSE TRUCK	23,055	
30064	2017	DODGE	CHARGER	2C3CDXAT0HH548174	PURSUIT	74,593	WRECKED
30065	2017	DODGE	CHARGER	2C3CDXAT1HH548183	PURSUIT	59,740	WRECKED
30087	2019	DODGE	CHARGER	2C3CDXATOKH592439	PURSUIT	52,547	WRECKED
30097	2019	DODGE	CHARGER	2C3CDXATOKH592425	PURSUIT	25,473	WRECKED
30106	2019	DODGE	CHARGER	2C3CDXAT7KH592440	PURSUIT	35,095	WRECKED
30140	2020	DODGE	CHARGER	2C3CDXKT3LH249768	PURSUIT	2,638	WRECKED
30146	2020	DODGE	CHARGER	2C3CDXKT7LH249756	PURSUIT	3,948	WRECKED
10277	2003	KUBOTA	TRACTOR	10579	TRACTOR	3,185	
10351	2004	KUBOTA	TRACTOR	21776	TRACTOR	4,265	
17824	2012	CHEVROLET	TAHOE	1GNLC2EO8CR223743	Pursuit	136,686	

20500	2005	2005 SARLO	MOWER	222795	MOWER		
21312	2011	GRASSHOPPER	ZERO TURN MOWER	6212886	ZERO TURN MOWER	1,704	
21313	2011	GRASSHOPPER	ZERO TURN MOWER	6212887	ZERO TURN MOWER	1,814	
21314	2011	GRASSHOPPER	ZERO TURN MOWER	6212890	ZERO TURN MOWER	1,804	
21315	2011	GRASSHOPPER	ZERO TURN MOWER	6212891	ZERO TURN MOWER	1,820	
21316	2011	GRASSHOPPER	ZERO TURN MOWER	6212892	ZERO TURN MOWER	2,050	
20932	2008	GRASSHOPPER	ZERO TURN MOWER	5910075	ZERO TURN MOWER		
20934	2008	GRASSHOPPER	ZERO TURN MOWER	5910077	ZERO TURN MOWER		
20936	2008	GRASSHOPPER	ZERO TURN MOWER	5910079	ZERO TURN MOWER		
20939	2008	GRASSHOPPER	ZERO TURN MOWER	5810283	ZERO TURN MOWER		
11062	2007	EXMARK	ZERO MOWER	717815	ZERO TURN MOWER	1276	
11063	2007	EXMARK	ZERO MOWER	717814	ZERO TURN MOWER	1,396	
11068	2007	EXMARK	ZERO MOWER	717731	ZERO TURN MOWER		
28112	2014	JOHN DEERE	ZERO TURN MOWER	1TC960RGTD010424	ZERO TURN MOWER	2,005	
28115	2014	JOHN DEERE	ZERO TURN MOWER	1TC960RGCDT010423	ZERO TURN MOWER	1,302	
28116	2014	JOHN DEERE	ZERO TURN MOWER	1TC960RGHDT010421	ZERO TURN MOWER	1,315	
28120	2014	JOHN DEERE	ZERO TURN MOWER	1TC997MGCDF010192	ZERO TURN MOWER		
21042	2008	2008 WALK BEHIND	ZERO MOWER	645569	ZERO TURN MOWER		
10651	2002	KEE	LAWN MOWER	01-113428	LAWN MOWER		
10947		JACOBSEN	MOWER	2334	MOWER	1,727	
11040		JACOBSEN	MOWER	6808002490	MOWER	1,994	
11041		JACOBSEN	MOWER	6808002421	MOWER	951	
11033		SMITHCO	GROOMER	13063	GROOMER	1,342	
11095		SMITHCO	GROOMER	13148	GROOMER	1,469	
11096		SMITHCO	GROOMER	13155	GROOMER	741	
10190		STEINER	MOWER	T10563	MOWER	1,381	

Item #B.

[illegible]

EQI #	YEAR	MANUFACTURER	MODEL	VIN NUMBER	Description	Odometer/Hours	STATUS	
32	1992	FORD	ECONLINE	1FBJS31HNHB64440	VAN	112,866		TITLE
488	1991	HOME-MADE	TRAILER	T266511	GENERAL PURPOSE			NON TITLE
2384	2011	WHEELED COACH	M2 MED	1FVACVDU8BDAU9911	AMBULANCE	213,085		TITLE
2386	2013	FREIGHTLINER	AMUBULANCE	1FVACVDU6DHF85505	AMBULANCE	163,950		TITLE
3187	2009	FORD	FORD	1FMFU155X9LA11006	EXPEDITION	216,021		TITLE
3041	2006	FORD	ECONOLINE	1FTNE24W26HA44769	VAN	190,340		TITLE
3059	2005	CHEVROLET	IMPALA	2G1WF55K659140950	SEDAN4 DOOR	179,765		TITLE
3054	2003	CHEVROLET	IMPALA	2G1WF55K439384741	SEDAN4 DOOR	175,435		TITLE
3184	2008	FORD	EXPEDITION	1FMFK15538LA86683	SUV	148,642		TITLE
3185	2008	FORD	EXPEDITION	1FMFK15558LA86457	SUV	196,628		TITLE
3200	2010	FORD	FUSION	3FAHPOHG3AR246256	4 DOOR	134,225		TITLE
3201	2010	FORD	FUSION	3FAHPOHG4AR241471	4 DOOR	157,405		TITLE
3205	2010	FORD	FUSION	3FAHPOHG7AR271113	4 DOOR	88,340		TITLE
3210	2012	DODGE	CHARGER	2C3CDXAT3CH266667	4 DOOR	135,198		TITLE
3213	2013	FORD	FUSION	3FA6POG76DR185384	4 DOOR	54,053		TITLE
3214	2013	FORD	FUSION	3FA6P0G78DR185385	4 DOOR	119,708		TITLE
3219	2015	FORD	SUPER DUTY	1FDRF3GTXFEB12917	TRUCK	180,950		TITLE
3223	2013	FORD	F-350	1FDRF3GT4DEB78439	TRUCK	180,903		TITLE
3224	2015	FORD	SUPER DUTY	1FDRF3GT5FEA41786	TRUCK	209,168		TITLE
9587	1996	D & E	TRAILER	DEC16461	TRAILER			TITLE
9682	1997	BREWER	TRAILER	4EDUS1622VT000179	TRAILER			TITLE
9886	1999	DODGE	PICK-UP	1B7HC16Y9XS192904	RAM			TITLE
9933	2000	FORD	CROWN VIC	2FAFP73W5YX167178	4 DOOR	149,568		TITLE
9956	2000	FORD	CROWN VIC	2FAFP71W3YX162421	4 DOOR	164,921		TITLE
10050	2001	CHEVROLET	MALIBU	1G1ND52J31M618879	4 DOOR	89,770		TITLE
10054	2001	CHEVROLET	MALIBU	1G1ND52J716247116	4 DOOR	41,187		TITLE
10150	2002	I85	TRAILER	5A1BU162A004649	TRAILER			NON-TITLE
10379	2005	GMC	TRUCK	1GTCS196358249020	TRUCK	190,704		TITLE
10406	2004	CHEVROLET	IMPALA	2G1WF55K649402884	4 DOOR	80,190		TITLE
10911	2005	FORD	CROWN VIC	2FAFP71W65X175708	4 DOOR	137,104		TITLE
10942	2006	FORD	EXPLORER	1FMEU72E66UB58089	SUV	160,175		TITLE
10975	2006	CHEVROLET	TRUCK	1GBJG31U761212226	TRUCK	97,261		TITLE
10976	2006	EQUIPMENT	TRAILER	1J9BE16296G354015	TRAILER			NON-TITLE
10977	2006	EQUIPMENT	TRAILER	1J9BE16206G354016	TRAILER			NON-TITLE
10979	2006	EQUIPMENT	TRAILER	1J9BE16246G354018	TRAILER			NON-TITLE

10980	2006	EQUIPMENT	TRAILER	1J9BE16246G354021	TRAILER			NON-TITLE
10981	2006	EQUIPMENT	TRAILER	1J9BE16226G354020	TRAILER			NON-TITLE
10982	2006	EQUIPMENT	TRAILER	1J9BE16266G354019	TRAILER			NO TITLE NEEDED
11007	2006	FORD	E-150	1FTRE14L76DB14324	VAN	168,606		TITLE
11029	2007	CHEVROLET	IMPALA	2G1WB55K779336099	4 DOOR	88,255		TITLE
11092	2008	CHEVROLET	IMPALA	2G1WB55K881307792	4 DOOR	161,426		TITLE
11231	2011	FORD	EXPEDITION	1FMJU1F54BEF22505	SUV	180,508		TITLE
11232	2011	FORD	EXPEDITION	1FMJU1F52BEF22504	SUV	183,175		TITLE
11302	2012	FORD	TRUCK	1FTFW1EFXCFB36701	TRUCK	83,633		TITLE
11319	2012	DODGE	TRUCK	3C7WDSCT8CG217606	RAM	97,865		TITLE
11381	2013	FORD	EXPLORER	1FM5K8B89DGC15855	SUV	133,534		TITLE
11470	2014	RAM	TRUCK	1C9RR6KT6ES233682	TRUCK	97,163		TITLE
17336	2005	FORD	TAURUS	1FAFP53235A309341	4 DOOR	150,157		TITLE
17250	2004	FORD	TAURUS	1FAHP52U14A189517	4 DOOR	89,129		TITLE
17058	2000	CHEVROLET	MALIBU	1G1ND52J5Y6324818	4 DOOR	132,173		TITLE
17388	2007	FORD	CROWN VIC	2FAFP71W17X123518	4 DOOR	117,875		TITLE
17458	2008	CHEVROLET	IMPALA	2G1WB55KX81305297	4 DOOR	126,523		TITLE
18055	2008	FORD	CROWN VIC	1FAFP71V08X159385	4 DOOR	137,160		TITLE
18092	2012	DODGE	CHARGER	2C3CDXAT1CH266652	4 DOOR	91,310		TITLE
18226	2022	FORD	F150	1FTFW1P87NKE90233	TRUCK	3,285	WRECKED	TITLE

VERBAL MESSAGE BOARDS FOR AUCTION

Computerized Message Board – 11266 1A9BS3334B2228037

Computerized Message Board – 11267 1A9BS3334B2228038

Computerized Message Board – TS333 1A9BS333752228158

Computerized Message Board – TS333 1A9BS333752227157

CPD Property & Evidence Auction Items 2023

Item #B.

ITEM #	OFFENSE #	BARCODE	LOCATION	ITEM DESCRIPTION	RESPONSIBLE OFFICER
1	13007322	46672-1	2-2	Xbox console, controllers	Harvey Hatcher
2	14018584	44564-4	Safe Row 9	Assorted foreign currency	Stephen Mills
3	16003461	55226-4	2-4	Gold coin	Harvey Hatcher
4	16003461	55226-7	2-4	Watch, ring, tools	Harvey Hatcher
5	14000874	40873-1	G-13	Hammer	Harvey Hatcher
6	13037574	40576-1	2-4	Hammer	Harvey Hatcher
7	17-001316	12520	Warehouse 12-3	Red cart	Emily Stice
8	08037188	81859	Blue Bin 3	Crowbar	Harvey Hatcher
9	06003830	68082	Blue Bin 3	Shovel & pickaxe	Harvey Hatcher
10	08027472	80451	Auction	Axe	Emily Stice
11	07019661	73952	Blue Bin 3	Yellow handle sledgehammer	Harvey Hatcher
12	07031348	75659	Blue Bin 3	Mint craft sledgehammer	Harvey Hatcher
13	08035897	81629	Blue Bin 3	Shovel	Harvey Hatcher
14	07034072	76036	Blue Bin 3	Orange level, bolt cutter	Harvey Hatcher
15	08029551	80744	Blue Bin 3	Yellow handled bolt cutters	Harvey Hatcher
16	08035682	81606	Blue Bin 3	Red handled bolt cutters	Harvey Hatcher
17	06023380	69802	Blue Bin 3	Yellow crowbar	Harvey Hatcher
18	14026489	45994-1	Blue Bin 2	Red & black bolt cutters	Stephen Mills
19	09016481	6335-1	Blue Bin 2	Wooden skateboard w/ red tape	Stephen Mills
20	09016471	6335-2	Blue Bin 2	Wooden skateboard w/ blue wheels	Stephen Mills
21	13015450	36183-1	Blue Bin 1	Compound bow	Harvey Hatcher
22	14013719	43549-1	Blue Bin 1	Compound bow, 2 arrows and 2 broadheads	Stephen Mills
23	14015830	43972-1	F-6	Ammo box with tools	Harvey Hatcher
24	13032445	39601-9	M-6	PlayStation 3	Harvey Hatcher
25	13015450	36183-5	M-16	Black bag with tools	Harvey Hatcher
26	13015450	36183-2	L-19	Pelican case, DeWalt battery, tattoo equipment	Harvey Hatcher
27	14029995	46614-2	L-10	Bluetooth remote helicopters	Harvey Hatcher
28	14028851	46443-4	3-3	Shark Vac	Harvey Hatcher
29	05025239	58538	Auction	Sharp stereo w/ 2 speakers	Emily Stice
30	05025239	58536	Auction	Misc. stereo equipment	Emily Stice

CPD Property & Evidence Auction Items 2023

Item #B.

31	13004308	33717-13, 15-36	Warehouse 7-1	Knives, holster, vest	Harvey Hatcher
32	13004308	37717-37-39, 41	Warehouse 7-1	Rucksack with misc. items	Harvey Hatcher
33	13004308	33717-42	S/S 5-2	Shinwa Samurai sword	Stephen Mills
34	13032445	39601-17	Warehouse 3-1	50" Samsung TV	Harvey Hatcher
35	15014765	103465	Auction	Foreign Currency	Joseph Austin
36	11035148	103461	Auction	Foreign Currency	Michael Morris
37	14024079	45554-1	Auction	Foreign Currency	Jeff Jones
38	13015450	36183-4	Warehouse 2-3	Carrier Goodway Ream-A-Matic speed feed tube cleaning system	Harvey Hatcher
39	09034847	9094-1	Warehouse 5-3	Red Craftsman 4-drawer toolbox w/ assorted tools	Stephen Mills
40	09034847	9094-2	Warehouse 5-3	Red Craftsman 4-drawer toolbox w/ assorted tools	Stephen Mills
41	09034847	9094-3	Warehouse 5-3	Red Craftsman 3-drawer toolbox w/ assorted tools	Stephen Mills
42	09034847	9094-4	Warehouse 5-3	Red Craftsman 6-drawer toolbox w/ assorted tools	Stephen Mills
43	10020302	13315-1	Warehouse 5-3	Gumball machine	Tim Witt
44	12036585	32551-1	Warehouse 4-1	Black Invacare wheelchair	W. D. Fowler
45	10009384	11428-1	Warehouse floor	ladder	Tim Witt
46	10033869	15932-18	Safe Row 9	Gold bracelet	Emily Stice
47	11024471	22135-3	Safe Row 9	Silver ring w/ clear stone	Emily Stice
48	12021508	29263-5	Safe Row 9	Watch	Emily Stice
49	12022820	29757-44	Safe Row 9	Gold necklace	Emily Stice
50	12025914	30397-1	Safe Row 9	Long braided gold chain	Emily Stice
51	1306897	36702-2	Safe Row 9	Jewelry	Daniel Dawson
52	17-014393	18650	S/S 6 R4	Guitar	Max Todd
53	09039505	10794-1	Safe Row 9	Gold ring	Tim Witt
54	09037820	9545-1	Safe Row 9	Men's gold watch	Tim Witt
55	15029746	53612-6	Safe Row 2	Jewelry	Vaughn Maxwell
56	14034456	47421-6	Stat Shelf 7/4	Proscan TV	Stephen Mills
57	14030807	46751-5	Stat Shelf 3/2	Husqvarna 240 chainsaw	Stephen Mills
58	14027770	46218-6	Warehouse 6-1	55" Sanyo TV	Ivan Rome
59	18-019060	36141	Warehouse floor	Car jack	John Marr
60	18-019254	36193	Warehouse floor	Troy Built weed eater	Yolonda Knighten
61	17-001316	12512	Evidence Room floor	Black & Decker weed eater	Ken Culverson
62	17-001316	12514	Evidence Room floor	Craftsman weed eater	Ken Culverson
63	18-007670	30778	Warehouse floor	PSE Graphite Game Sport (compound bow)	Brittney Hayes

CPD Property & Evidence Auction Items 2023

64	15000822	48138-6	Warehouse	Toro Weed eater	Will Basset
65	20-008008	69028	Warehouse floor	Stihl Hedge Trimmer HL94K-Z	Brian Dudley
66	17-015222	18757	Warehouse floor	Stihl Weed eater FS45	Robert Grant
67	17-015222	18758	Warehouse floor	Stihl Weed eater FS45	Robert Grant
68	17-015222	18760	Warehouse floor	Husqvarna Weed eater	Robert Grant
69	17-001316	12519	Warehouse 1-3	Shop vacuum	Ken Culverson
70	09016338	6317-1	Warehouse 3-3	Husqvarna Lawn mower, 2 knives, Leatherman tool, & flashlight	Tom Plock
71	17-015222	18763	Warehouse 3-2	Troy-Bilt Edger	Robert Grant
72	17-015222	18759	Warehouse 3-2	Weed eater Featherlite blower	Robert Grant
73	13036708	40428-2	Warehouse 3-2	Homelite chainsaw	Thomas Hill
74	17-001316	12511	Evidence Room floor	Craftsman 22inch hedge trimmer	Ken Culverson
75	17-015222	18761	Warehouse 3-2	Weedeater Super Vac	Robert Grant
76	17-001316	12510	Evidence Room floor	Airstream 2 air blower	Ken Culverson
77	19-019986	56840	Warehouse floor	Pressure washer	Michael Balautain
78	18-024328	38727	Warehouse 4-1	Pink bag, make-up, jewelry	Demico Loper
79	2109240021885	93757	Warehouse floor	Chevrolet catalytic converter	Tim Darden
80	12030097	31273-1	Warehouse 5-1	1 gas tank	Larry Marshall
81	18-011454	32677	Warehouse 6-2	Professional leaf blower	Joshua Staton
82	15027717	53291-18	Warehouse 8-2	Black & Decker leaf blower/vacuum	Robert Nicolas
83	15027717	53291-17	Warehouse 8-2	Homelite leaf blower	Robert Nicolas
84	15027380	53185-2	R/R D S1	Foreign currency	Christina Lombardo
85	14036901	47812-1	R/R I S33	Knife	Christina Lombardo
86	13018067	36692-1	R/R I S43	Knife	Christina Lombardo
87	2207290015172	107032	Warehouse Floor	Pressure Washer	Andrew Kern
88	2207290015172	107032	Warehouse Floor	Speaker	Andrew Kern
89	18-011315	32678	WH S3 R3	Metal boot for trailer	Jeremy Skumautz
90	18-030789	42113	WH S3 R3	Husquvana 435 chainsaw	Natalie Smith
91	17-015222	18762	WH S3 R3	Craftsman Mower	Robert Grant
92	18-030789	42112	WH S3 R3	Poulan chainsaw	Natalie Smith
93	17-015244	18778	Warehouse Floor	Ozark Trail cooler	Braden Dobbins
94	19-015130	53479	WH S9 R1	Vizio television	Emmanuel Rosado
95	18-017182	36109	WH S9 R1	Phillips flatscreen	Andrew Chesser
96	17-029304	25282	WH S9 R1	Emerson flatscreen	Nicole Reeves
97	2101210001548	81547	WH Floor	Suitcase	Orry Jeter
98	2112050027178	96658	WH S10 R3	Ryobi chainsaw	Frederick Kearney

CPD Property & Evidence Auction Items 2023

Item #B.

99	2206270012525	105791	WH Floor	Echo weedeater	Bailey Baxter
100	17-023366	22684	WH S6 R1	42" Insignia TV	Brian Jonkoski
101	17-024050	22972	WH S5 R1	Element flatscreen	Tyler McCrea
102	19-017420	54743	WH S5 R1	LG 32" flatscreen	Antrellis Williams
103	17-000399	12101	WH S5 R1	50" flatscreen	Aaron Von
104	20-003296	66272	525 WH Floor	Motorized scooter	Richard Canfield
105	19-018511	55415	525 WH Floor	Bike trailer	Christopher Cobb
106	18-006760	30364	525 WH Floor	Jack hammer	Roy Bohon
107	17-022640	22428	525 WH Floor	Hand cart	Eric Schwind
108	17-002233	12834	525 WH Floor	4 22" black and silver rims with tires	Andrew Stinson
109	17-001316	12522	525 WH Floor	Black dolly	Amanda Cobbs
110	17-001316	12495	525 WH Floor	Golf clubs	Kelly Phillips
111	17-001316	12486	525 WH Floor	Husky 26-gallon air compressor	Kelly Phillips
112	17-001316	12480	525 WH Floor	Rigid Tile saw	Amanda Cobbs
113	09015176	6240-5	525 WH Floor	4 vehicle rims	Ivan Rome
114	15019707	51749-1	525 WH Floor	Stove	Dallas Willis
115	17-001316	12516	525 S2 R3	Wheel barrel	Amanda Cobbs
116	17-001316	12508	525 S2 R3	Ryobi hedge trimmer	Amanda Cobbs
117	17-001316	12507	525 S2 R3	Husky tile saw	Amanda Cobbs
118	17-001316	12478	525 S2 R3	Craig soundbar	Amanda Cobbs
119	19-019986	56829	525 S3 R1	Audio equipment	Wade Cook
120	17-001316	12523	525 S3 R3	Silver UWS toolbox	Kenneth Culverson
121	2109200021483	93537	525 S4 R1	Crowbar and basketball	Adil Zaman
122	17-001316	12477	525 S4 R2	Visio Television	Amanda Cobbs
123	17-001316	12532	525 S4 R3	UHaul hitch	Amanda Cobbs
124	17-001316	12521	525 S4 R3	Orange & black saw horses	Amanda Cobbs
125	17-001316	12506	525 S4 R3	Large orange shop lights	Amanda Cobbs
126	20-002137	65610	525 S5 R1	Cannon EOS Rebel camera, 2 lenses, Beats wireless headphones, Pioneer car stereo	Kevin Baldwin
127	19-009357	50351	525 S5 R1	Black plastic toolbox with assorted tools	Roy Bohon
128	19-009357	50355	525 S5 R1	LG Blue Ray player	Roy Bohon
129	17-019007	20595	525 S5 R2	Gerber BG Machete	Christopher Snipes
130	19-020344	56513	525 S5 R3	Black metal dog kennel	Drew Osbon
131	18-026071	39690	525 S6 R2	46" Westinghouse TV	Walter Haywood
132	18-024020	38615	525 S6 R2	40" Proscan flat screen TV	Nicole Reeves
133	20-002542	65810	525 S6 R3	Samsung TV	Adam Breeden

CPD Property & Evidence Auction Items 2023

Item #B.

134	15028414	414	525 S6 R3	Sanyo television	Ronnie Oakes
135	19-026244	59812	525 S7 R1	Mikita drill	Adam Breeden
136	19-026244	59813	525 S7 R1	Mikita Battery charger	Adam Breeden
137	19-026244	59814	525 S7 R1	Husky tote containing electrical supplies	Adam Breeden
138	19-026244	59816	525 S7 R1	Razor Hovertrax	Adam Breeden
139	19-030351	61763	525 S8 R1	White snare drum	Stacica Miller
140	19-030351	61764	525 S8 R1	Youth football pads	Stacica Miller
141	18-008481	31151	525 S8 R3	Wheelchair	Gene House
142	17-016963	19494	525 S8 R3	Wusthof Knife set	Nathan Tooley
143	17-016963	19496	525 S8 R3	Szeplo 2 LED 96 inch	Nathan Tooley
144	17-016963	19497	525 S8 R3	GoPro hero 5	Nathan Tooley
145	17-016963	19498	525 S8 R3	Air lift 5000	Nathan Tooley
146	17-016963	19499	525 S8 R3	Waring Commercial CB 15 Blender	Nathan Tooley
147	17-016963	19501	525 S8 R3	Whirlpool Cooktop Radiany Element	Nathan Tooley
148	17-016963	19502	525 S8 R3	Eddie Bauer	Nathan Tooley
149	17-016963	19503	525 S8 R3	Rinnai water heater	Nathan Tooley
150	19-017464	55251	525 S9 R1	Full back pack and pool equipment	Michael Clements
151	19-017464	55252	525 S9 R1	Pool	Michael Clements
152	17-022534	22343	525 S9 R2	Mutha Goose machine	Will Basset
153	18-019168	36155	525 S9 R3	Black Grill	Yolonda Knighten
154	17-014393	18650	S/S 6 R4	Fender Guitar inside case	Max Todd
155	16-035068	10634	525 WH Floor	Tan metal safe	Donald Hall
156	20-105101	72784	525 S7 R2	Rubbermaid cooler	Jeff Vaughn
157	19-021895	57339	525 S8 R2	Electrical light	Michael Balauitan
158	19-009357	50352	525 S8 R3	Black plastic toolbox with tools	Roy Bohon
159	19-009357	50353	525 S8 R3	Green cloth bag with tools	Roy Bohon
160	19-009357	50361	525 S8 R3	Igloo cooler with assorted tools	Roy Bohon
161	19-020844	56749	525 S9 R3	Small black suitcase	Charles Alexander
162	19-020844	56748	525 S9 R3	Black suitcase	Charles Alexander
163	19-020344	56541	525 S9 R3	Protocol suitcase	Drew Osbon
164	19-020344	56512	525 S9 R3	Jaguar suitcase	Drew Osbon
165	17-017896	20011	525 WH Floor	4 22" Rims with tires	Antrellis Williams
166	13036370	40336-2	525 WH Floor	4 wheels & tires	Emmanuel Stinson
167	13036370	40336-1	525 WH Floor	4 24" wheels & tires	Emmanuel Stinson

FIRE & EMS FY24 SURPLUS AUCTION LIST

Gooseneck Trailer – Shop #3193

Aluminum Boat – Shop #2305

Oxygen/Acetylene Torches x 3

Polaris Ranger – Shop #3177

Miscellaneous Fire Hose – Approximately 15 rolls of 5”, 20 rolls of 1 ¾” and 20 rolls of 3”.

Miscellaneous Out-of-Service Fire Appliances (Nozzles, gated wye, hose clamps) – Approximately 20

UV Lights for EMS Units – Quantity 8

File Attachments for Item:

C. Stryker Lifepak 15 Monitor Defibrillator and Accessories for Fire & EMS Department

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Stryker Lifepak 15 Monitor Defibrillator and Accessories for Fire & EMS Department
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) Stryker Lifepak 15 Monitor Defibrillator and accessories from Stryker Medical (Chicago, IL) in the amount of \$45,346.29.

The Columbus Fire & EMS Department has standardized to using Stryker (formerly Physio Control) cardiac monitors and automatic external defibrillators on all apparatus. The Stryker LifePak 15 is a full Cardiac Monitor utilized by Paramedics on ambulances and engines. It can run 3-lead ECG, 12-lead ECG, allow for cardiac pacing, provide manual defibrillation, monitor end-tidal CO2, monitor blood pressure and measure SPO2. This unit can only be used by personnel trained to the paramedic level and is the leading equipment used when providing advanced cardiac care.

Stryker/Physio Control is the manufacturer of the Lifepak 15. Consequently, to maintain compatibility with the remaining units that are in-service and to receive appropriate trade-in credit for older units, the vendor is considered the only known source for this purchase per the Procurement Ordinance, Article 3-114.

Funds are budgeted in the FY24 Budget: General Fund - Fire & EMS – Fire & EMS Operations – Capital Expenditure Over \$5,000; 0101 – 410 – 2100 – FOPR – 7761.

A RESOLUTION**NO.**_____**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) STRYKER LIFEPAK 15 MONITOR DEFIBRILLATOR AND ACCESSORIES FROM STRYKER MEDICAL (CHICAGO, IL) IN THE AMOUNT OF \$45,346.29.**

WHEREAS, the Columbus Fire & EMS Department has standardized to using Stryker (formerly Physio Control) cardiac monitors and automatic external defibrillators on all apparatus. The Stryker LifePak 15 is a full Cardiac Monitor utilized by Paramedics on ambulances and engines. It can run 3-lead ECG, 12-lead ECG, allow for cardiac pacing, provide manual defibrillation, monitor end-tidal CO2, monitor blood pressure and measure SPO2. This unit can only be used by personnel trained to the paramedic level and is the leading equipment used when providing advanced cardiac care; and,

WHEREAS, Stryker/Physio Control is the manufacturer of the Lifepak 15. Consequently, to maintain compatibility with the remaining units that are in-service and to receive appropriate trade-in credit for older units, the vendor is considered the only known source for this purchase per the Procurement Ordinance, Article 3-114.

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

That the City Manager is hereby authorized to purchase one (1) Stryker Lifepak 15 Monitor Defibrillator and accessories from Stryker Medical (Chicago, IL) in the amount of \$45,346.29. Funds are budgeted in the FY24 Budget: General Fund - Fire & EMS – Fire & EMS Operations – Capital Expenditure Over \$5,000; 0101 – 410 – 2100 – FOPR – 7761.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

D. Maintenance Service Agreement for Lifepak 15 Cardiac Monitors for Fire & EMS Department

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Maintenance Service Agreement for Lifepak 15 Cardiac Monitors for Fire & EMS Department
INITIATED BY:	Finance Department

It is requested that Council approve the agreement from Stryker Medical (Chicago, IL) in the amount of \$37,974.82 to provide maintenance services for Lifepak 15 Cardiac Monitors. The agreement will cover the period from July 1, 2023 – June 30, 2024. Approval is also requested to pay for future maintenance agreements, with possible cost increases, for the Lifepak 15 Cardiac monitors utilized in the Department's fleet, which will be budgeted per fiscal year.

An updated agreement is needed with Stryker for the maintenance and service of the current twenty-five (25) LifePak 15 Cardiac Monitors utilized by Fire & EMS; this quantity may increase or decrease during the term of the agreement. Because of the lifesaving nature of this equipment, it is imperative that only a licensed service vendor provide the maintenance in order to retain the warranty on the equipment. Stryker will not honor the equipment warranty for aftermarket parts or service provided by an outside vendor. Stryker is the manufacturer of the equipment and is therefore, considered the only known source for this purchase per the Procurement Ordinance, Article 3-114

Funds are budgeted in the FY24 Budget: General Fund - Fire & EMS – Logistics/Support – Miscellaneous Equipment Maintenance; 0101 – 410 – 3610 – LOGI – 6519. Funding will be budgeted in the appropriate fiscal year for future maintenance agreements.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE AGREEMENT FROM STRYKER MEDICAL (CHICAGO, IL) IN THE AMOUNT OF \$37,974.82 TO PROVIDE MAINTENANCE SERVICES FOR LIFEPAK 15 CARDIAC MONITORS. THE AGREEMENT WILL COVER THE PERIOD FROM JULY 1, 2023 – JUNE 30, 2024. THIS RESOLUTION ALSO AUTHORIZES PAYMENT FOR FUTURE MAINTENANCE AGREEMENTS, WITH POSSIBLE COST INCREASES, FOR THE LIFEPAK 15 CARDIAC MONITORS UTILIZED IN THE DEPARTMENT’S FLEET, WHICH WILL BE BUDGETED PER FISCAL YEAR.

WHEREAS, an updated agreement is needed with Stryker for the maintenance and service of the current twenty-five (25) LifePak 15 Cardiac Monitors utilized by Fire & EMS; this quantity may increase or decrease during the term of the agreement; and

WHEREAS, because of the lifesaving nature of this equipment, it is imperative that only a licensed service vendor provide the maintenance in order to retain the warranty on the equipment. Stryker will not honor the equipment warranty for aftermarket parts or service provided by an outside vendor. Stryker is the manufacturer of the equipment and is therefore, considered the only known source for this purchase per the Procurement Ordinance, Article 3-114

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

That the City Manager is hereby authorized to execute the agreement from Stryker Medical (Chicago, IL) in the amount of \$37,974.82 to provide maintenance services for Lifepak 15 Cardiac Monitors. The agreement will cover the period from July 1, 2023 – June 30, 2024. The City Manager is further authorized to make payment for future maintenance agreements, with possible cost increases, for the Lifepak 15 Cardiac monitors utilized in the Department’s fleet, which will be budgeted per fiscal year. Funds are budgeted in the FY24 Budget: General Fund - Fire & EMS – Logistics/Support – Miscellaneous Equipment Maintenance; 0101 – 410 – 3610 – LOGI – 6519. Funding will be budgeted in the appropriate fiscal year for future maintenance agreements.

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

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

E. Repair of Motor Grader for Public Works Department

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Repair of Motor Grader for Public Works Department
INITIATED BY:	Finance Department

It is requested that Council approve payment to Yancey Brothers (Fortson, GA), in the amount of \$27,362.21, for the repair of a 2008 Caterpillar 12M-BR Motor Grader, Vehicle #11102.

During routine use, the equipment experienced suspension and cylinder lifting failure. Due to the extent of the damage and the age of the equipment it was sent to Yancey Brothers for diagnosis and repairs. Once Yancey diagnosed the vehicle, it was discovered that a hydraulic system and suspension overhaul was necessary to repair the equipment safely. The Motor Grader is routinely used by the Street Division of the Public Works Department. Consequently, the Fleet Maintenance Division authorized Yancey to complete all repairs and services.

Yancey Brothers, is the local authorized Caterpillar distributor and repair service dealer. Therefore, the vendor is deemed the only known source per the Procurement Ordinance, Article 3-114.

Funds are available in the FY24 Budget: Paving Fund – Public Works – Repairs and Maintenance – Auto Parts and Supplies; 0203 – 260 – 3110 – REPR – 6721.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PAYMENT TO YANCEY BROTHERS (FORTSON, GA), IN THE AMOUNT OF \$27,362.21, FOR THE REPAIR OF A 2008 CATERPILLAR 12M-BR MOTOR GRADER, VEHICLE #11102.

WHEREAS, during routine use the equipment experienced suspension and cylinder lifting failure. Due to the extent of the damage and the age of the equipment it was sent to Yancey Brothers for diagnosis and repairs. Once Yancey diagnosed the vehicle, it was discovered that a hydraulic system and suspension overhaul was necessary to repair the equipment safely. The Motor Grader is routinely used by the Street Division of the Public Works Department. Consequently, the Fleet Maintenance Division authorized Yancey to complete all repairs and services; and,

WHEREAS, Yancey Brothers, is the local authorized Caterpillar distributor and repair service dealer. Therefore, the vendor is deemed the only known source per the Procurement Ordinance, Article 3-114.

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

That the City Manager is hereby authorized to make payment to Yancey Brothers (Fortson, GA), in the amount of \$27,362.21, for the repair of a 2008 Caterpillar 12M-BR Motor Grader, Vehicle #11102. Funds are available in the FY24 Budget: Paving Fund – Public Works – Repairs and Maintenance – Auto Parts and Supplies; 0203 – 260 – 3110 – REPR – 6721.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

F. Closed-Circuit Television Camera Truck for Engineering Department

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #F.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Closed-Circuit Television Camera Truck for Engineering Department
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of a Closed-Circuit Television (CCTV) Camera Truck from Jet-Vac Equipment Company, LLC (Atlanta, GA)/Rapidview IBAK North America (Rochester, IN) in the amount of \$337,550.02. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #120721.

The Engineering Department wishes to replace their outdated CCTV camera truck, a 2009 Ford F550, with an updated unit and updated technology. This vehicle is used to perform necessary inspections of the City's storm sewer system and the combined sewer system. This is essential in both new build systems to ensure proper functioning before the city accepts responsibility for the roadways, along with existing sewer systems to determine damage. With many of the older systems failing throughout the city, this equipment is needed to prevent damage to both City infrastructure, as well as, residential/commercial properties. The inspections performed by Engineering ensure repairs are localized to minimize the work area and reduce the time for repair work. The current equipment is fourteen years old and is routinely down for maintenance/repairs, which is a costly time-consuming procedure that requires the Department to leave the vehicle in Atlanta for repairs. The technology for the CCTV camera systems has also advanced since the city originally purchased the equipment in 2009. With the new CCTV camera truck system, the Department will be able to inspect the miles of underground sewer pipes more efficiently and reliably.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #120721, initiated by Sourcewell, whereby RapidView, LLC was one of the successful vendors contracted to provide Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services. Sourcewell, RapidView and JetVac Equipment have partnered to offer the camera truck via the Sourcewell contract. The contract, which commenced January 13, 2022, is good through January 17, 2026, with an option to renew for a fifth year. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Article 3-118 of the Procurement Ordinance.

Funds are budgeted in the FY24: Stormwater (Sewer) Fund – Engineering – Stormwater – Heavy Trucks; 0202 – 250 – 2600 – STRM – 7723.

A RESOLUTION

Item #F.

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA TRUCK FROM JET-VAC EQUIPMENT COMPANY, LLC (ATLANTA, GA)/RAPIDVIEW IBAK NORTH AMERICA (ROCHESTER, IN) IN THE AMOUNT OF \$337,550.02. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #120721.

WHEREAS, the Engineering Department wishes to replace their outdated CCTV camera truck, a 2009 Ford F550, with an updated unit and updated technology. This vehicle is used to perform necessary inspections of the City's storm sewer system and the combined sewer system. This is essential in both new build systems to ensure proper functioning before the city accepts responsibility for the roadways, along with existing sewer systems to determine damage. With many of the older systems failing throughout the city, this equipment is needed to prevent damage to both City infrastructure, as well as, residential/commercial properties. The inspections performed by Engineering ensure repairs are localized to minimize the work area and reduce the time for repair work. The current equipment is fourteen years old and is routinely down for maintenance/repairs, which is a costly time-consuming procedure that requires the Department to leave the vehicle in Atlanta for repairs. The technology for the CCTV camera systems has also advanced since the city originally purchased the equipment in 2009. With the new CCTV camera truck system, the Department will be able to inspect the miles of underground sewer pipes more efficiently and reliably; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #120721, initiated by Sourcewell, whereby RapidView, LLC was one of the successful vendors contracted to provide Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services. Sourcewell, RapidView and JetVac Equipment have partnered to offer the camera truck via the Sourcewell contract. The contract, which commenced January 13, 2022, is good through January 17, 2026, with an option to renew for a fifth year. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell 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 a Closed-Circuit Television (CCTV) Camera Truck from Jet-Vac Equipment Company, LLC (Atlanta, GA)/Rapidview IBAK North America (Rochester, IN) in the amount of \$337,550.02. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #120721. Funds are budgeted in the FY24: Stormwater (Sewer) Fund – Engineering – Stormwater – Heavy Trucks; 0202 – 250 – 2600 – STRM – 7723.

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

Councilor Allen voting _____
Councilor Barnes voting _____

Councilor Begly voting _____
Councilor Cogle voting _____
Councilor Crabb voting _____
Councilor Davis voting _____
Councilor Garrett voting _____
Councilor Huff voting _____
Councilor Thomas voting _____
Councilor Tucker voting _____

Item #F.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

G. Contract Extension for Pursuit Vehicle Buildout (Annual Contract) – RFP No. 13-0017

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Contract Extension for Pursuit Vehicle Buildout (Annual Contract) – RFP No. 13-0017
INITIATED BY:	Finance Department

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

Mobile Communications America, is contracted to provide and install various ancillary equipment in pursuit vehicles, such as: Light Bars, Sirens, Prisoner Restraint Seats, Radars, Car Video, Laptops, etc. A new RFP has been advertised; however, the current contract expired on August 31, 2023. The contract extension is necessary to allow time to complete the RFP process and award a new contract.

Per Resolution No. 14-13, Council authorized a five-year contract with Columbus Communications, Inc. The contract expired on January 7, 2018. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. Council approved a 2-year extension per Resolution No. 019-19; a 6-month extension per Resolution No. 014-21; a one-year extension per Resolution No. 154-21; a 6-month extension per Resolution No. 105-22; a 6-month extension per Resolution No. 422-22; and a 2-month extension per Resolution No. 178-23. Each extension was due to extenuating circumstances such as completing the build out installation of newly delivered vehicles, COVID, and most recently, the cancellation of a previously advertised RFP due to issues with the specifications. An additional two-month extension is necessary to allow for the completion of the current RFP process for the new contract.

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

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF THE PURSUIT VEHICLE BUILD OUT CONTRACT WITH MOBILE COMMUNICATIONS AMERICA, INC., (COLUMBUS, GA) (FORMALLY COLUMBUS COMMUNICATIONS, INC., COLUMBUS, GA) FOR AN ADDITIONAL TWO-MONTH PERIOD.

WHEREAS, Mobile Communications America, is contracted to provide and install various ancillary equipment in pursuit vehicles, such as: Light Bars, Sirens, Prisoner Restraint Seats, Radars, Car Video, Laptops, etc. A new RFP has been advertised; however, the current contract expired on August 31, 2023. The contract extension is necessary to allow time to complete the RFP process and award a new contract; and,

WHEREAS, Per Resolution No. 14-13, Council authorized a five-year contract with Columbus Communications, Inc. The contract expired on January 7, 2018. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. Council approved a 2-year extension per Resolution No. 019-19; a 6-month extension per Resolution No. 014-21; a one-year extension per Resolution No. 154-21; a 6-month extension per Resolution No. 105-22; a 6-month extension per Resolution No. 422-22; and a 2-month extension per Resolution No. 178-23. Each extension was due to extenuating circumstances such as completing the build out installation of newly delivered vehicles, COVID, and most recently, the cancellation of a previously advertised RFP due to issues with the specifications. An additional two-month extension is necessary to allow for the completion of the current RFP process for the new contract.

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

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

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

Councilor Allen voting _____
Councilor Barnes voting _____

Councilor Begly voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Huff voting	_____
Councilor Thomas voting	_____
Councilor Tucker voting	_____

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

H. Right-of-Way Acquisition Services (Annual Contract) – RFP No. 23-0026

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Right-of-Way Acquisition Services (Annual Contract) – RFP No. 23-0026
INITIATED BY:	Finance Department

It is requested that Council approve the annual contracts for the provision of Right-of-Way Acquisition Services with Gresham Smith (Atlanta, GA), THC, Inc. (Duluth, GA), and Croy Engineering, LLC (Marietta, GA). The firms will be utilized on an “as needed” basis, based on cost and availability at the time services are needed.

The Contractors will provide all right-of-way acquisition services required to assist the City with acquiring property and easements. Acquisition services are defined as those tasks necessary to supply the City with a recorded warranty deed or full condemnation package for the identified parcels. These tasks may include, but are not limited to the title search, property appraisal, cost to cure appraisal, data book preparation, right-of-way detailed cost estimate, negotiation, negotiation records, deed preparation, deed recording, condemnation filing package, relocation assistance, property management, and final disposition of property either by closing or condemnation.

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

Annual Contract History:

Previous contract was awarded to two (2) vendors: Moreland Altobelli Associates, LLC (Duluth, GA), and Gresham, Smith and Partners (Atlanta, GA) on June 12, 2018, per Resolution 212-18. The firms were utilized on an “as needed” rotational basis, based on cost and availability.

RFP Advertisement and Receipt of Proposals:

On April 12, 2023, RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar. This RFP has been advertised, opened and evaluated. Five proposals were received on May 17, 2023, from the following firms:

Gresham Smith (Atlanta, GA)
THC, Inc. (Duluth, GA)
Croy Engineering, LLC (Marietta, GA)
 Johnson, Mirmiran and Thompson, Inc.
 The Bernard Johnson Group, Inc.

The following events took place after receipt of the proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Pre-Evaluation	06/12/23	The Purchasing Manager advised evaluation committee of the RFP rules and process, and the project manager provided an overview. Proposals were distributed to each committee member to review. The 1 st Evaluation Committee Meeting was scheduled for 6/26/23.
1 st Evaluation Meeting	06/26/23	The Evaluation Committee did not discuss any proposals. Clarifications were requested from three vendors. A request was made to reschedule the meeting to allow additional time for review. The 2 nd Evaluation Committee Meeting was scheduled for 7/10/23.
Letters	06/27/23	Clarification letters were sent to the three (3) vendors.
Vendor Responses	06/30/23	Vendor responses were forwarded to the committee.
2 nd Evaluation	07/10/23	Committee members discussed the proposals from all vendors. Clarifications were requested from three vendors.
Letters	07/11/23	Clarification letters were sent to the three (3) vendors.
Vendor Responses	07/13/23	Vendor responses were forwarded to the committee. Additional clarifications were requested from all vendors.
Letters	07/17/23	Clarification letters were sent to all vendors.
Vendor Responses	07/24/23	Vendor responses were forwarded to the committee.
Evaluation Forms	07/25/23	Committee members stated they were prepared to evaluate the proposals. Evaluation forms were forwarded to the Voters.
Evaluation Results	08/10/23	The last of the evaluation forms were received on 8/9/23. The scores were tabulated, and results forwarded to the committee.
3 rd Evaluation	08/14/23	Committee members discussed the evaluation results and unanimously recommended the top 3 ranked vendors for award.

Evaluation Committee:

The proposals were reviewed by the Evaluation Committee, which consisted of one voting member from the Planning Department, and two voting members from the Engineering Department.

One representative from the Planning Department and one representative from the Community Reinvestment Department served as alternate voters.

Three representatives from the Planning Department served as non-voting advisors.

Award Recommendation:

The voting committee unanimously recommended award to the top three responding vendors. The City will require right of way services on an “as needed basis”. Price quotes will be requested per project. The award will be based on cost and availability at the time services are needed.

Vendor Qualifications/Experience:

○ ***Gresham Smith***

- Gresham Smith is a privately held firm founded in 1967, with more than 50 years in business.
- Gresham Smith has extensive ROW expertise and in-house resources to provide ROW services efficiently.
- Gresham Smith’s ROW acquisition manager/project manager has 36 years of experience (31 years with GDOT). She regularly works with GDOT and local governments providing full services for ROW acquisitions, including verification of ownership, appraisals, negotiations, relocation service, executions options, deeds and closings.
- Gresham Smith works with local governments to provide full-service for right-of-way acquisitions, to include verification of ownership, appraisals, negotiations, relocation service, executions options, deeds and closings in compliance with State of Georgia laws or using Uniform Act procedures, when necessary.
- Gresham Smith will commit locally based professionals to this contract, including qualified ROW agents, engineers, designers and planners with abundant resources to produce high quality work to meet the City’s schedule goals.
- Below are clients serviced by Gresham Smith:
 - *City of Sandy Springs (Sandy Springs, GA) – 2019-Present; Full ROW Acquisition Services*
 - *MARTA (Atlanta, GA) – 2022-2023; Full ROW Acquisition Services*
 - *GDOT-DeKalb County (Atlanta, GA) – 2022-Present; Full ROW Acquisition Services*
 - *City of East Point (East Point, GA) – 2019-Present; Full ROW Acquisition Services*
 - *Newton County, GA (Covington, GA) – 2016-2017; Full ROW Acquisition Services*

○ ***THC, Inc.***

- THC was established on January 18, 1994, as a program management firm providing land acquisition, relocation assistance, and airport noise mitigation services for cities, counties, state departments of transportation, and airports.
- THC has 29+ years’ experience acquiring Right-of-Way parcels for cities, counties, Georgia Department of Transportation (GDOT), and other entities.
- THC has acquired over 10,000 parcels, successfully acquired property rights and provided relocation services (3,500+displacees) while ensuring that local, state, and federal regulations are followed to protect project funding.

- Below are clients serviced by THC, Inc.:
 - *DeKalb County, GA Transportation Division (Decatur, GA) – 2021-Present; McAfee Road Sidewalk Project*
 - *City of Cartersville (Cartersville, GA) – 2021-Present; Grassdale Road Sidewalk Improvement Project*
 - *Carter & Sloope, Inc. for City of Winder (Watkinsville, GA) – 2022-Present; Midland Road Water Main Project*
 - *GDOT (Atlanta, GA) – 2019-Present; PI 0001757 SR 400 Express Lanes FM I-285/Fulton to McFarland Rd/Forsyth*
 - *HDR, Inc. (Atlanta, GA) – 2020-Present; GDOT PI 001328 SR 162/Salem Rd. FM CR 55 Flat Shoals Rd. to CR 34/Old Salem Rd. in Rockdale County*
- **Croy Engineering, LLC**
 - Croy Engineering was established in 2005 with 18 years' experience in land, right-of-way, and easement acquisition services.
 - Croy Engineering is a 120-person firm headquartered in Marietta, Georgia, and has a presence in across the Southeast. Their right-of-way agents are certified with the Georgia Department of Transportation (GDOT) in several service areas, including acquisition, negotiation, relocation negotiation, and relocation.
 - Croy Engineering collectively has more than 40 Engineer-of-Record clients in Georgia and acquired more than 2,700 parcels in the last five years.
- Below are clients serviced by Croy Engineering, LLC:
 - *Hall County, GA (Gainesville, GA) – 2021-Present; On-call right-of-way acquisition services for: Hog Mountain Road roundabout (2 parcels), White Spring Cagle Road (15 parcels), and Friendship Road Sewer file audit (1 parcel). Croy also performed two separate acquisition projects: Sardis Road Connector (163 parcels) and Spout Springs Road (95 parcels).*
 - *Cobb County DOT (Marietta, GA) – 2005-Present; Right-of-way management and acquisition services for projects included under the 2005, 2011, 2016, and 2022 Cobb County SPLOST programs. Responsibilities include pre-acquisition, acquisition (negotiation and condemnation), relocation, and property management to certify projects for construction.*
 - *City of Kennesaw, Georgia (Kennesaw, GA) – 2005-Present; Selected as the City's program manager to assist with implementation of their 2005, 2011, 2016, and 2022 SPLOST programs, to include extensive and fast-tracked right-of-way acquisition assistance to match accelerated design schedules, such as Dallas-Watts Roundabout (6 parcels).*
 - *City of Smyrna, Georgia (Smyrna, GA) – 2005-Present; Program manager for the 2005, 2011, 2016, and 2022 SPLOST programs involving fast-paced right-of-way management, acquisition, and negotiation. Acquisition projects include the Roswell Street Roundabout (7 parcels) and the Sanitary Sewer Sub-Basin (33 parcels).*
 - *Fayette County, Georgia (Fayetteville, GA) – 2005-2021; Served as Fayette County's Transportation Engineer-of-Record providing transportation-related planning, design, construction, and right-of-way acquisition for 2017 SPLOST projects.*

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

Funding for projects will be funded from various funding sources to include but not limited to the Other Local Option Sales Tax, Special Purpose Local Option Sales Tax and/or Transportation Special Purpose Sales Tax.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF ANNUAL CONTRACTS FOR RIGHT OF WAY ACQUISITION SERVICES WITH GRESHAM SMITH (ATLANTA, GA), THC, INC. (DULUTH, GA), AND CROY ENGINEERING, LLC (MARIETTA, GA). THE FIRMS WILL BE UTILIZED ON AN “AS NEEDED” BASIS, BASED ON COST AND AVAILABILITY AT THE TIME SERVICES ARE NEEDED.

WHEREAS, an RFP was administered (RFP No. 23-0026) and five (5) proposals were received; and, the proposals submitted by Gresham Smith, THC, Inc. and Croy Engineering, LLC met all proposal requirements and were evaluated responsive to the RFP; and,

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

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

That the City Manager is hereby authorized to execute annual contracts for right of way acquisition services with Gresham Smith (Atlanta, GA), THC, Inc. (Duluth, GA), and Croy Engineering, LLC (Marietta, GA), on an “as needed” basis, based on cost and availability at the time services are needed. Funding for projects will be funded from various funding sources to include but not limited to the Other Local Option Sales Tax, Special Purpose Local Option Sales Tax and/or Transportation Special Purpose Sales Tax.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

I. 90-Day Termination Period for Supplemental Yard Waste Collection Services (Annual Contract) – RFP No. 21-0018 (**Add-On**)

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	90-Day Termination Period for Supplemental Yard Waste Collection Services (Annual Contract) – RFP No. 21-0018
INITIATED BY:	Finance Department

It is requested that Council approve a 90-day termination period, beginning September 1, 2023, with Amwaste, LLC (West Point, GA) for supplemental yard waste collection services in the monthly amount of \$439,600.00, for a total amount of \$1,350,200.00.

The Public Works Department requires the 90-day termination period in order to phase out the services with Amwaste, LLC and for the Public Works Department to resume the services on December 1, 2023.

Per Resolution No. 161-21, Council awarded a contract with Amwaste, LLC for supplemental yard waste collection services. Resolution No. 241-21 authorized Amendment 1 to the contract for additional yard waste collection routes.

Funding is available in the FY24 Budget from General Fund Reserves. However, services will be charged to: Integrated Waste Fund – Public Works – Yard Waste – Contractual Services; 0207-260-3580-YARD-6319.

A RESOLUTION

NO. _____

A RESOLUTION APPROVING A 90-DAY TERMINATION PERIOD, BEGINNING SEPTEMBER 1, 2023, WITH AMWASTE, LLC (WEST POINT, GA) FOR SUPPLEMENTAL YARD WASTE COLLECTION SERVICES IN THE MONTHLY AMOUNT OF \$439,600.00, FOR A TOTAL AMOUNT OF \$1,350,200.00

WHEREAS, the Public Works Department requires the 90-day termination period in order to phase out the services with Amwaste, LLC and for the Public Works Department to resume the services on December 1, 2023; and,

WHEREAS, per Resolution No. 161-21, Council awarded a contract with Amwaste, LLC for supplemental yard waste collection services. Resolution No. 241-21 authorized Amendment 1 to the contract for additional yard waste collection routes.

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

That the City Manager is hereby approved to proceed with a 90-day termination period, beginning September 1, 2023, with Amwaste, LLC (West Point, GA) for supplemental yard waste collection services in the monthly amount of \$439,600.00, for a total amount of \$1,350,200.00. Funding is available in the FY24 Budget from General Fund Reserves. However, services will be charged to: Integrated Waste Fund – Public Works – Yard Waste – Contractual Services; 0207-260-3580-YARD-6319.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. Metra Dial-A- Ride Premium Service Expansion Update - Rosa Evans, Director, Metra

METRA Dial-A-Ride Premium Service Expansion & Status Update: 9-12-2023



Dial-A-Ride Premium Service - Update

Regulatory Requirements

- **Per ADA Regulations:** Providing premium service an additional $\frac{3}{4}$ of a mile **must not** negatively impact METRA's ability to deliver ADA-compliant paratransit service within the required $\frac{3}{4}$ of a mile corridor.
- **Per ADA Regulations:** The process of expanding a service area should be done in consultation with the community (e.g., citizens, organizations, advocates, etc.) prior to implementation.
- Independent study needed to determine the costs for materials, equipment, vehicles, personnel, and other resources to implement a service expansion in compliance with federal regulations.

Additional $\frac{3}{4}$ Mile Premium Service (aka "Premium Dial-A-Ride Service") – 1.5 Miles Total

$\frac{3}{4}$ Mile ADA Paratransit (**Required**) – Existing Dial-A-Ride Service Operates Within this Area

METRA Fixed Bus Routes

Dial-A-Ride Premium Service - Update

Consultant's Timeline



On-Demand / Microtransit - Update

- Discussion began 1 year ago for providing On-Demand Microtransit Service in Muscogee County (like Lyft or Uber). At the time, METRA was down 22 Fixed Route Bus Operators and was struggling to provide core services (Fixed Route & ADA Paratransit).
- Staff conducted research with other agencies in Georgia providing this service. We found that:
 - Service is **very costly to operate** and is labor intensive.
 - Demand exceeds ability to provide service.
 - Long wait times, Capacity Constraints, Vehicle Shortages.
 - The other agencies had only this service as a mode of transportation and/or they discontinued their fixed route service due to a decrease in ridership.
- METRA applied for \$2.6 million in federal grant funding in fall of 2022. This request was recently denied in May 2023.
- A Consultant study is recommended to determine the feasibility of on-demand / microtransit service that could be provided in compliance with federal regulations given METRA's current ability to provide existing services.

METRA's Current Status - Update

- Currently down 8 Fixed Route Bus Operators.
- Still running a reduced Saturday schedule for Fixed Route service due to staffing shortages.
- T-SPLOST & Federal Grant Funding already allocated, with \$15 million towards pay study increase alone.
- **Main Goal**: Get our “heads above water” with providing the core services that METRA is obligated to provide (Fixed Route & ADA Paratransit). We are making good progress since the pay increase.



METRA's Current Status - Update

- Despite this adversity and with guidance by Council, METRA is planning on expanding and providing convenient and innovative premium services to Columbus.
- On August 22, 2023, Council voted to extend the Dial-A-Ride service area to one and one-half miles.
- The Uptown Golf Cart Shuttle Service ("Roll with US") is tentatively scheduled to launch in December (delays occurred due to supply chain issues).

Download the App for **FREE** to Schedule a Trip!
For more information, please visit: www.columbusga.gov/metra/rollwithus



Questions

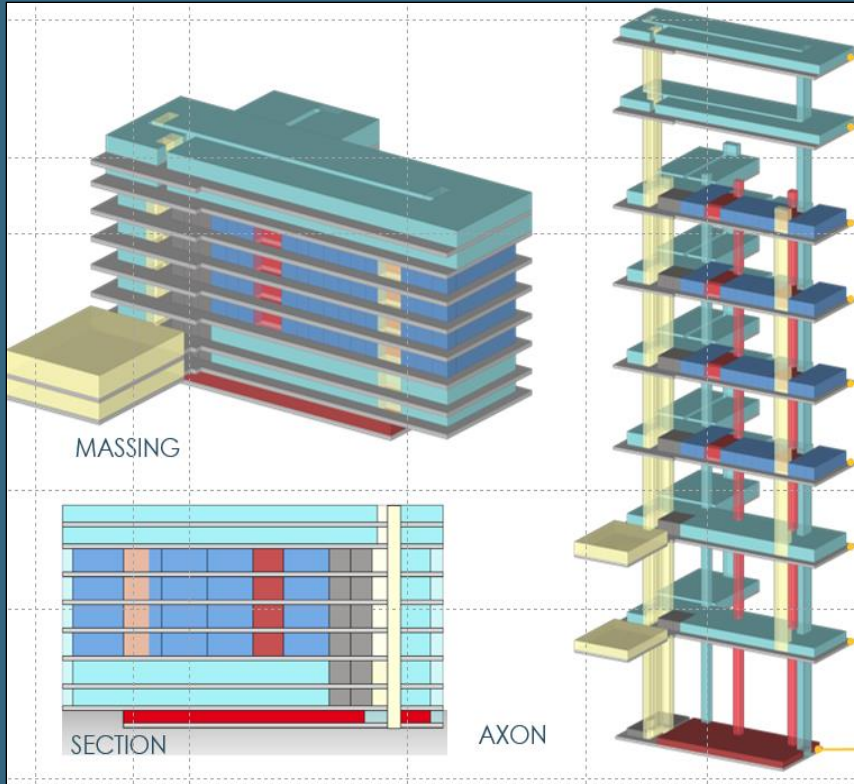
File Attachments for Item:

B. Judicial Center Update - Ryan Pruett, Director, Inspections & Code Enforcement and Douglas Kleppin, AIA – Principal, The S/L/A/M Collaborative & Henry Painter – Senior Project Executive, Gilbane Building Company



PROGRAM RECOMMENDATIONS

Item #B.



Courthouse Building Area:

311,000 Gross Square Feet [PROJECTED]

14 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500-600 Spaces

Construction Budget:

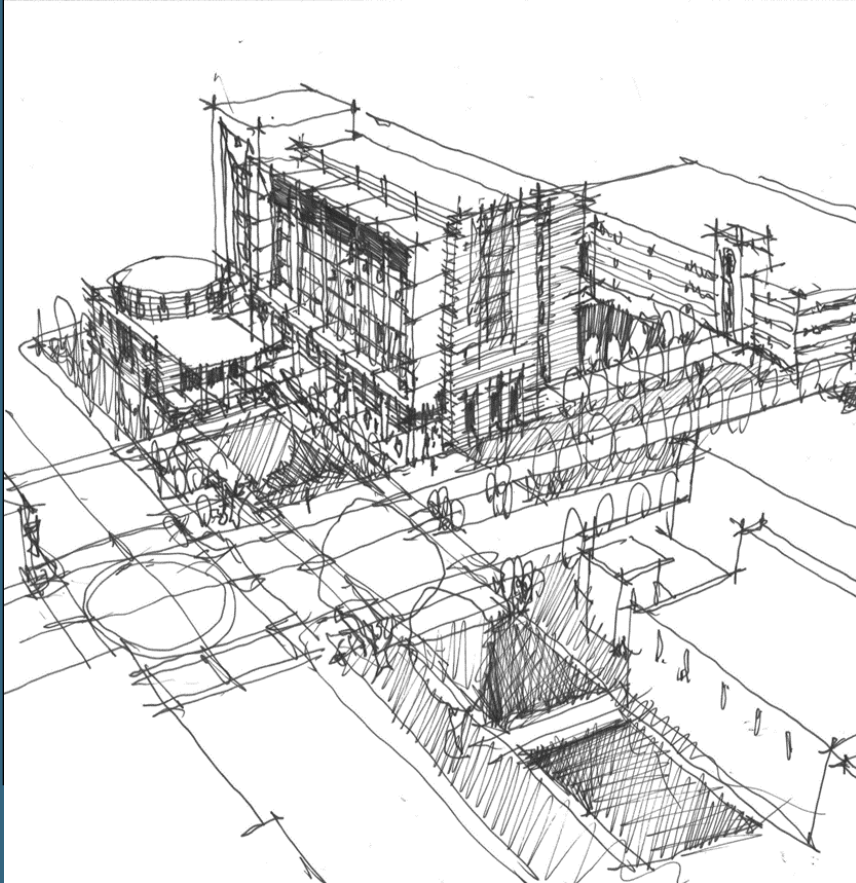
\$185 M

PROGRAM DEVELOPMENT

Note: for discussion purposes only; renderings subject to change

SCHEMATIC DESIGN

Item #B.



Courthouse Building Area:

315,000 Gross Square Feet

14 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500-600 Spaces

Construction ESTIMATE:

\$ 197 M \$12 M OVER [6.5%]

SCHEMATIC DESIGN

Note: for discussion purposes only; renderings subject to change

SPLOST RECOMMENDATIONS

Item #B.



Courthouse Building Area:

315,000 Gross Square Feet

14 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500+ Spaces

Construction Budget:

\$185 M

50% DESIGN DEVELOPMENT

Item #B.



Courthouse Building Area:

315,000 Gross Square Feet

15 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500+ Spaces

Construction ESTIMATE:

\$230 M \$45 M OVER [24%]

DESIGN DEVELOPMENT

Note: for discussion purposes only; renderings subject to change

PPI MATERIALS INPUTS Forecast for JUL 2023		2020	2021	2022	2023	2023YTD
% change in index		avg %	avg %	avg %	JUL	vs Dec22
Inputs to Nonres Constr %	WPU1231200	0.2	18.5	15.7%	-0.01	1.8
Ready Mix Concrete	WPU1333	2.5	3.8	10.3%	-0.5	5.4
Concrete Pipe	WPU1332	5.1	4.6	19.6%	1.7	3.5
Concrete Block & Brick	WPU1331	3.0	4.2	12.0%	-0.2	7.1
Paving Mixtures	WPU1394	-3.0	3.6	16.7%	-0.2	1.4
Lumber/Plywood	WPUS1004011	16.9	41.1	-0.9%	-1.1	-1.5
Steel Mill Products	WPU1017	-9.6	90.2	8.7%	-0.4	1.2
Fabricated Structural Steel	WPU107405	-2.3	26.7	27.8%	-0.6	0.9
Steel Pipe and Tube	WPU101706	-5.2	44.9	26.9%	-4.9	-12.8
Sheet Metal	WPU1073	-0.6	19.6	20.8%	1.4	1.0
Asphalt Roofing/Siding	WPU1361	2.1	11.5	17.7%	1.9	2.4
Rubber & Plastics	WPU0721	1.8	22.3	23.3%	-0.92	-3.1
Gypsum Products	WPU137	0.4	16.2	18.7%	-0.2	-0.7
Flat Glass	WPU1311	1.5	5.3	10.4%	0.4	2.6
Nonferrous Wire and Cable	WPU102603	0.2	27.0	13.0%	-1.7	-4.1
Copper & Brass Mill Shapes	WPU102502	2.8	41.8	2.9%	-1.9	-0.9
Aluminum Mill Shapes	WPU102501	-8.6	25.0	12.8%	-1.0	0.2
#2 Diesel Fuel	WPU057303	-20.6	79.8	65.9%	-6.4	-25.6
data to JULY from FRED PPI reports 8-11-23						edzarenski,

Budget Created

SPLOST Vote

Design Development Estimate

CONSTRUCTION ESCALATION

Note: for discussion purposes only; renderings subject to change



Courthouse Building Area:

315,000 Gross Square Feet

14 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

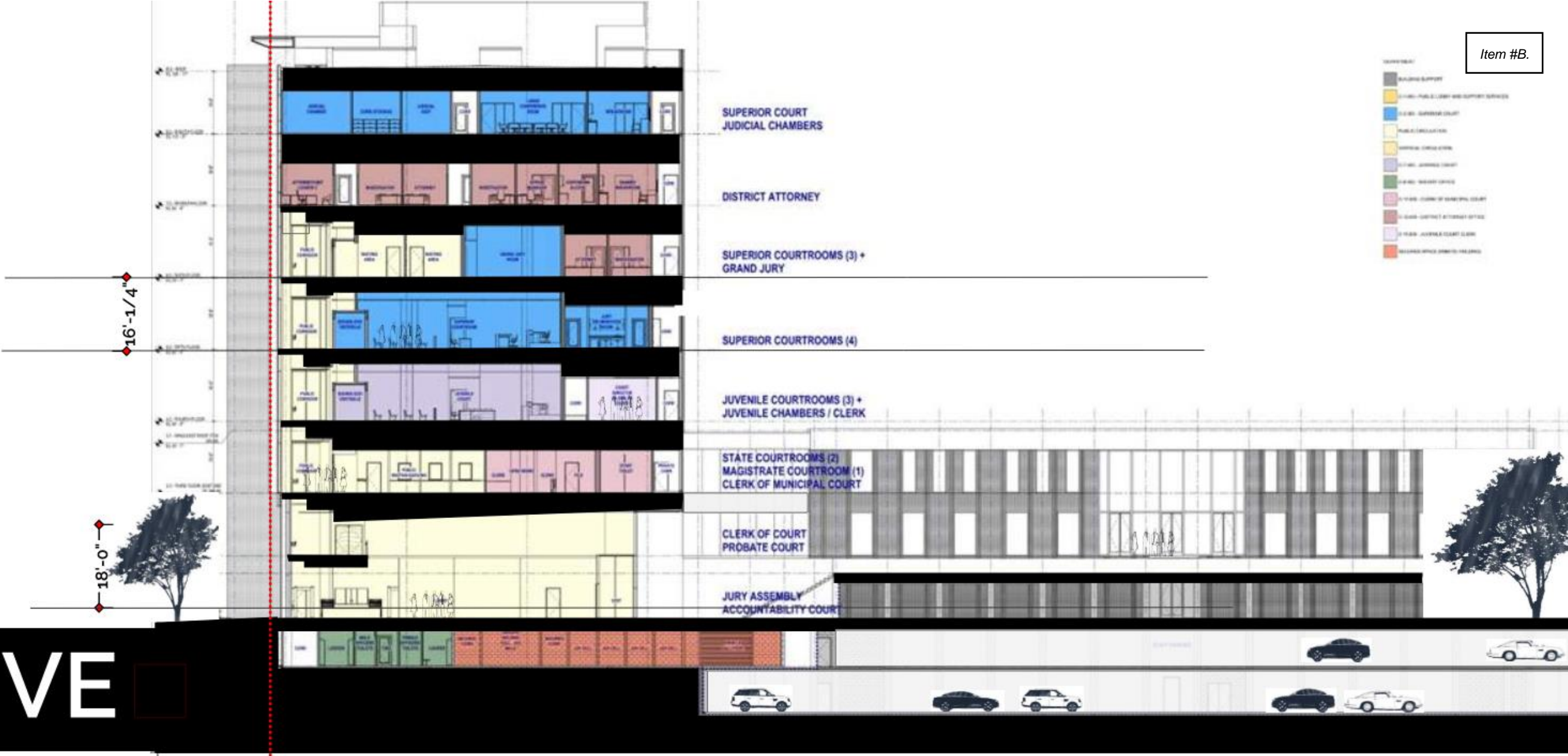
Site Parking :

500+ Spaces

Construction ESTIMATE:

\$ 190 M \$ 5 M OVER [2.7%]

Item #B.



VE SCHEMATIC DESIGN UPDATE

Note: for discussion purposes only; renderings subject to change

OPERATIONAL DIFFERENCES FOR ALTERNATIVE CONCEPT

Item #B.

- Public entrances from 10th Street and the Courtyard Plaza
- Food service access outside of the Security Screening
- Improved Inmate Sallyport with separate vehicle circulation
- Collegial Judicial Chambers on Level 8
 - Improved Security + Views for the Judicial Suites
 - Access to the Shared Conference Suite [Hearings]
- Accountability Court & Public Defender separate public access
 - Staff access to courthouse
- State Solicitor improved adjacency to the State Courtrooms
- Juvenile Court on dedicated floor
- District Attorney on dedicated floor with Victim Witness
 - Improved Views & Natural daylighting

VE SCHEMATIC DESIGN CONCEPT

Note: for discussion purposes only; renderings subject to change

75% DD of VE Proposal

Item #B.



Courthouse Building Area:

315,000 Gross Square Feet

14 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500+ Spaces

Construction ESTIMATE:

\$ 198 M \$ 13 M OVER [7 %]

USER GROUP SESSIONS

Item #B.

**MET MULTIPLE TIMES WITH MAJOR USER GROUPS + REVIEWED
ADJACENCIES, DEPARTMENTAL LAYOUTS AND OVERALL SCHEME**

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Sheriff Security, Jury
Assembly, Accountability**

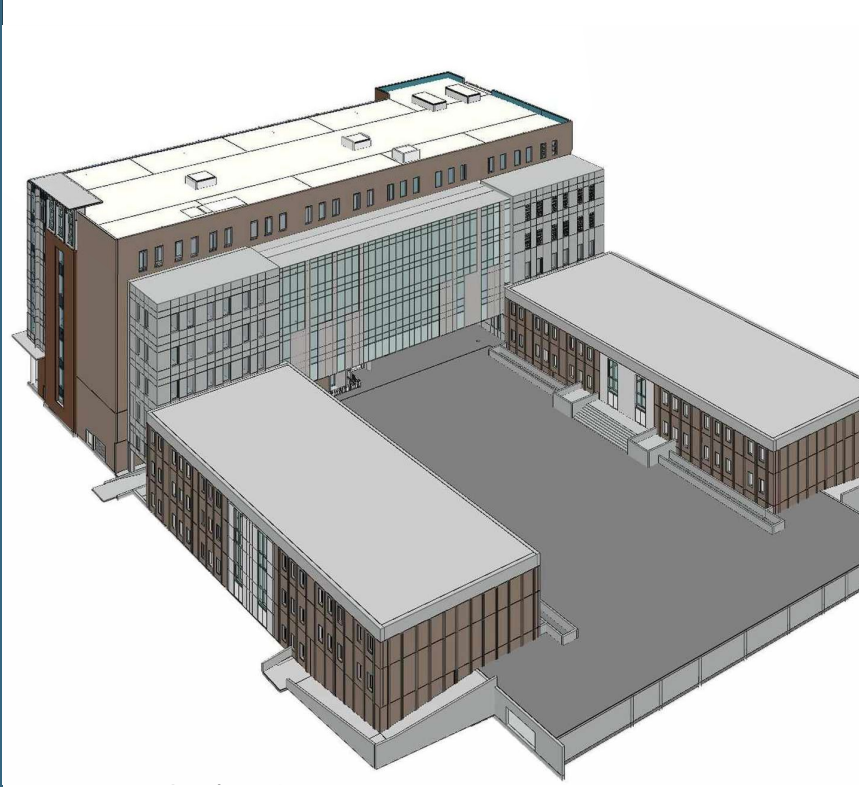
CONCERNS:

FUTURE GROWTH FOR COURTROOMS AND CHAMBERS

OPERATIONAL PREFERENCE FOR CHAMBERS

ADJACENCY ALTERNATE PROPOSAL

Item #B.



Courthouse Building Area:

315,000 Gross Square Feet

14 Courtrooms

**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500+ Spaces

Construction ESTIMATE:

\$ 198 M \$ 13 M OVER [7%]

ADJACENCY ALTERNATE

Note: for discussion purposes only; renderings subject to change



EXPANSION ALTERNATE

Note: for discussion purposes only; renderings subject to change

EXPANSION + ADJACENCY ALTERNATE PROPOSAL

Item #B.



Courthouse Building Area:

342,000 Gross Square Feet

18 Courtrooms [4 SHELL]

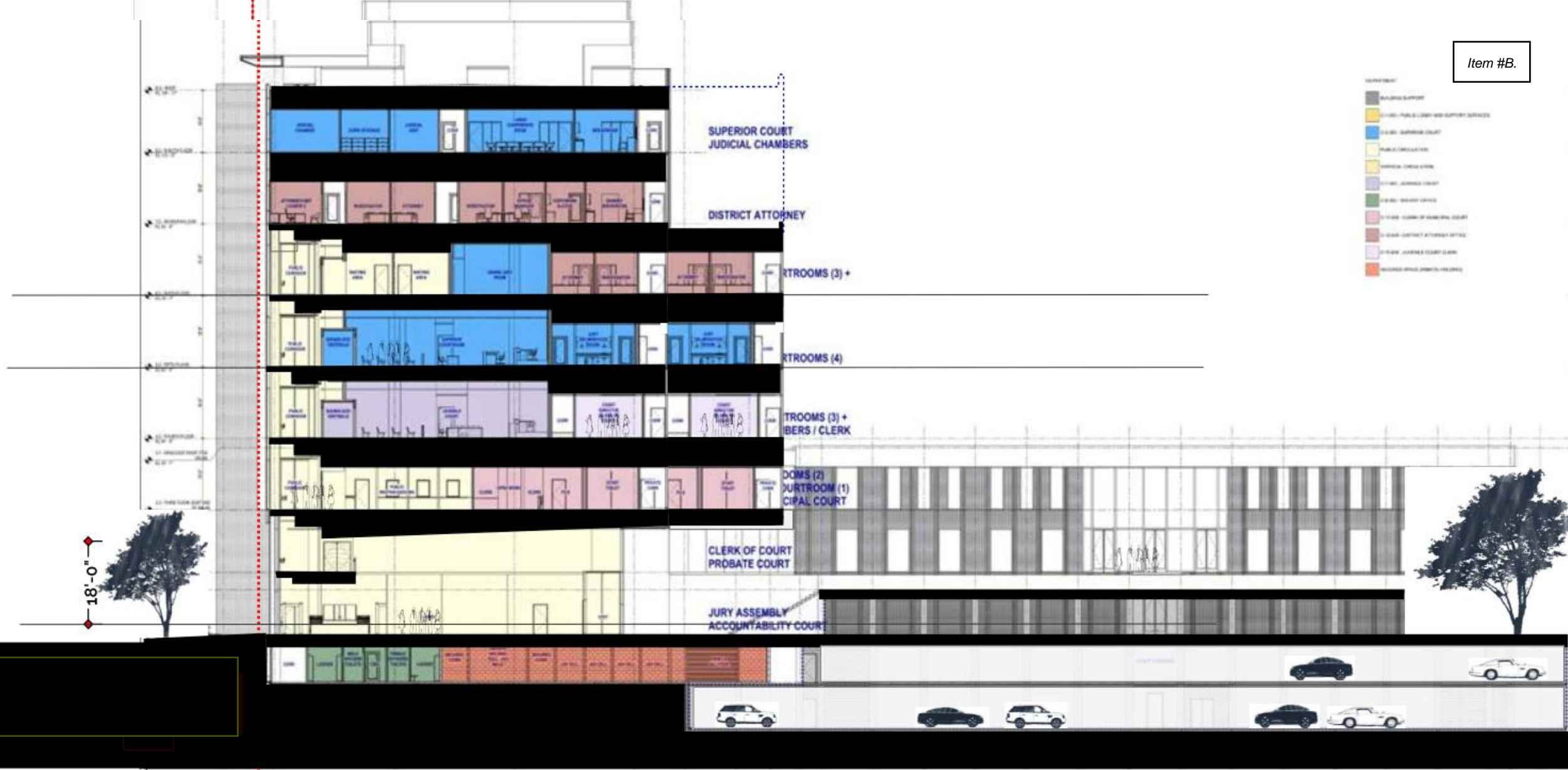
**Superior Court, State Court, Juvenile Court.
Magistrate/Muni Court, Probate Court, Clerk of Court,
District Attorney, Public Defender, Law Library, Sheriff
Security, Jury Assembly, Accountability**

Site Parking :

500+ Spaces

Construction ESTIMATE:

\$ 205.5 M \$ 20.5 M OVER [11%]



EXPANSION ALTERNATE

Note: for discussion purposes only; renderings subject to change



Item #B.



TRANSPARENCY & CONNECTION TO CITY + RIVER

- Page 240 -

Note: for discussion purposes only; renderings subject to change



MATERIALITY & SCALE

Note: for discussion purposes only; renderings subject to change



Item #B.



HISTORIC OPERA HOUSE

Note: for discussion purposes only; renderings subject to change



Item #B.

DESIGN UPDATE

Note: for discussion purposes only; renderings subject to change



DESIGN UPDATE

Note: for discussion purposes only; renderings subject to change

1st AVENUE VIEW

Item #B.



CURRENT



PROPOSED

DESIGN UPDATE

Note: for discussion purposes only; renderings subject to change



CONTEXT SECTION STUDY

Item #B.



SUNSHADE STUDY



9 AM



12 PM



4 PM



DESIGN UPDATE

Note: for discussion purposes only; renderings subject to change

CONTEXT SECTION STUDY

Item #B.



DESIGN CHARRETTE

Note: for discussion purposes only; renderings subject to change

SUNSHADE STUDY

Item #B.



9 AM



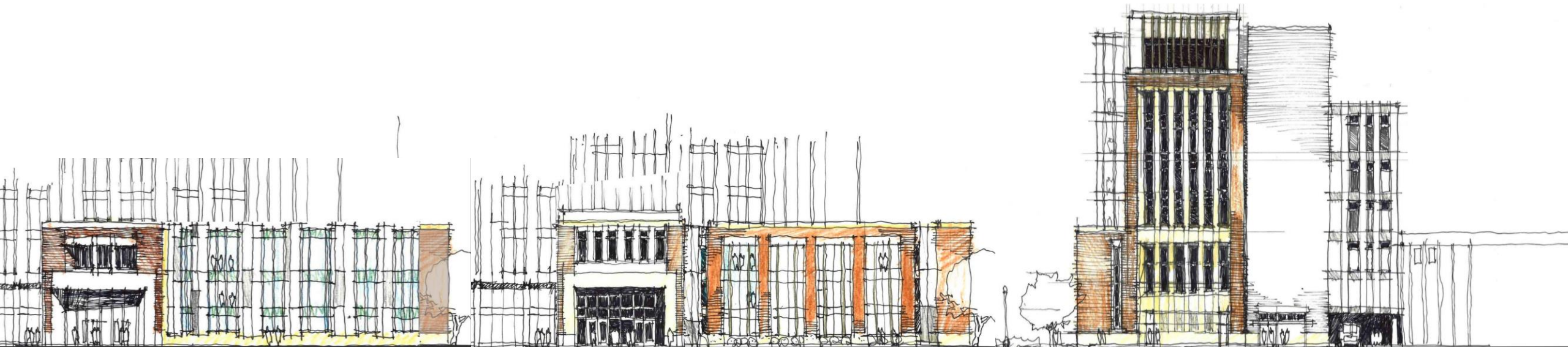
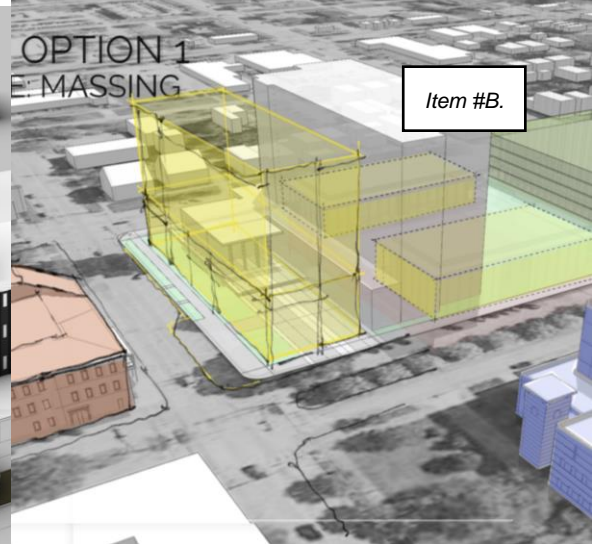
12 PM



4 PM

DESIGN CHARRETTE

Note: for discussion purposes only; renderings subject to change



DESIGN UPDATE

Note: for discussion purposes only; renderings subject to change

File Attachments for Item:

DATE: September 12, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFOs

September 27, 2023

Transmissions & Transmission Services for Public Works (Annual Contract) – RFB No. 24-0009

Scope of Bid

Provide repair/rebuild services for various types of transmissions for Public Works Department – Fleet Maintenance Shop on an “as needed” basis.

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

DATE: September 12, 2023
TO: Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFQs

September 27, 2023

1. Transmissions & Transmission Services for Public Works (Annual Contract) – RFB
No. 24-0009

Scope of Bid


Provide repair/rebuild services for various types of transmissions for Public Works Department – Fleet Maintenance Shop on an “as needed” basis.

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

File Attachments for Item:

Referrals 8.29.23

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
1	7/25/2023	Charmaine Crabb	<p><u>Monuments</u> Suggests using QR Codes in all monuments for Ma Rainey to Share Information with Citizens</p> <p><u>Response:</u> The matter is still under review. A response is expected soon.</p>	Pam Hodge Lisa Goodwin
2	8/8/2023	Tyson Begly	<p><u>Fire and EMS</u> I had two follow-upsg from slide 7 of the Fire EMS PowerPoint in the last meeting: https://mccmeetingspublic.blob.core.usgovcloudapi.net/columga-meet-9989af2150264ee3a984571dda5c6614/ITEM-Attachment-001-97400da668ce4bf79d68029ba871e2ef.pdf: <ul style="list-style-type: none"> - Numbers on the Medicare/Medicaid clearing house, to know how much to put in and the additional level of coverage received. Numbers of how much a private billing service would cost, and the amount of money it would save, and the potential impact to our accounts receivable</p> <p><u>Response:</u> Please see the attached response from the fire department. A response is expected from the finance department soon.</p> <p> CFEMS Memo on Referral - Begly Aug</p>	Sal Scarpa Pam Hodge Angelica Alexander

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
3	8/8/2023	Toyia Tucker	<p><u>Crime Prevention Grants</u> Request a breakdown and definition of the cost of personnel.</p> <p><u>Response:</u> This matter is currently under review. A response is expected soon.</p>	Seth Brown
4	8/8/2023	Tyson Begly	<p><u>Integrated Waste</u> How will we account for holidays where we will have large pick-ups, such as Christmas? Also, suggest a financial analysis of fees and why they will increase.</p> <p><u>Response:</u> Residents will be able to obtain additional carts once approved by Council. Off Site Recycling trailers are available for our resident to use whenever they have excess cardboard, paper, etc.</p>	Lisa Goodwin Drale Short

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
5	8/8/2023	Toyia Tucker	<p><u>Integrated Waste</u></p> <p>Requests Code Enforcement go into the Georgetown Area to talk to Citizens about leaving their cans out all week.</p> <p><u>Response:</u></p> <p>Waste Collection is designing a new door hanger that will be placed on the door of violators. It will remind them of our local Ordinance Section 13.167.3.</p>	Lisa Goodwin Drale Short
6	8/8/2023	Toyia Tucker	<p><u>Critical Vacancies</u></p> <p>Requests that we bring something back during the first council meeting in September to determine whether Chief Mathis's idea can be utilized.</p> <p><u>Response:</u></p> <p>A meeting has been scheduled with Interim Chief Mathis on September 25th to discuss.</p>	Pam Hodge Angelica Alexander
7	8/8/2023	Judy Thomas	<p><u>Critical Vacancies</u></p> <p>Requests to bring back something comparable if Chief Mathis's plan cannot be utilized.</p> <p><u>Response:</u></p>	Pam Hodge Angelica Alexander

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			A meeting has been scheduled with Interim Chief Mathis on September 25th to discuss.	
8	8/22/23	Columbus, GA City Council	<p><u>Metra Dial-A-Ride Service</u></p> <p>How can we expand the routes for the dial-a-ride service to ensure that we don't exclude citizens from certain areas, and can this be done quickly?</p> <p>Response:</p> <p>The City Manager informs the council that we will do an assessment to see what it will take to expand the routes. The matter will be discussed at the 9/12/2023 Council meeting.</p>	Lisa Goodwin Rosa Evans
9	8/29/23	Joanne Cogle	<p><u>311 App</u></p> <p>Can we look into updating the 311 app to include a search function instead of having to scroll through the list of options to file a complaint?</p> <p>Response:</p> <p>We are currently speaking with the program developer to update the entire app to enhance our user experience.</p>	Lisa Goodwin Danielle Frazier

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
10	8/29/23	Joanne Cogle	<u>Inspections & Code</u> Requesting information on how to track Code Enforcement Cases. <u>Response:</u> The matter is still under review. A response is expected soon.	Pam Hodge Ryan Pruett
11	8/29/23	Bruce Huff	<u>ROW Cutting</u> Requests that Public Works cut the grass on the ROW on Ft Benning Rd between Shelby Street and Munson Drive. COMPLETED <u>Response</u> This area was completed on 8/30/2023	Lisa Goodwin Drale Short
12	8/29/2023	Judy Thomas	<u>Burned Homes</u> Inquiring about what can be done for a house that burned down on 10th Ave and 21st Street and how we deal with Owners out of state. COMPLETED <u>Response:</u>	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			The property on 10 th Avenue has been on the demolition list since earlier this year. It recently changed ownership, so the demolition process was restarted. Property is in a Historic District, so it will require BHAR approval prior to demolition in accordance with direction received from Council. Out-of-town owners are served the required notices via certified mail.	
13	8/29/23	Bruce Huff	<p><u>Demolition Process</u></p> <p>Wants to know how long it takes to go through procedures for demolition cases for owners out of town. He has three houses in his neighborhood.</p> <p>COMPLETED</p> <p><u>Response:</u></p> <p>The demolition process lasts approximately 12-18 months. Please ensure any dilapidated properties have been reported to 311 or Inspections and Code.</p>	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
14	8/29/23	Toyia Tucker	<p><u>Lot Clearing Liens</u></p> <p>Requests a list of bills for lot clearing that have been sent out and how many of the liens have been paid.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Pam Hodge Ryan Pruett Angelica Alexander
15		Judy Thomas	<p><u>Judicial Center</u></p> <p>Request an update on the Judicial Center at the next meeting.</p> <p><u>Response:</u></p> <p>Update will be provided at the September 12th meeting.</p>	Pam Hodge Ryan Pruett
16	8/29/23	Toyia Tucker	<p><u>Updates</u></p> <p>Requests Update on the Jail and the Pools</p> <p><u>Response:</u></p> <p>We are working with pool contractors to get the necessary renderings/timeline and will schedule an update for the Council. The Jail Update will be included in the Project Update on September 26th.</p>	Pam Hodge Lisa Goodwin Holli Browder

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
17	8/29/23	Toyia Tucker	<p><u>Code Enforcement</u></p> <p>Requests a monthly report on Code Enforcement Issues</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Pam Hodge Ryan Pruett
18	8/29/23	Joanne Cogle	<p><u>Rail Road Crossings</u></p> <p>Wants to see if we can do something about the Veterans and 9th Street railroad tracks near PTAP. She suggests utilizing Cathy Williams to communicate with DOT regarding this matter.</p> <p><u>Response:</u></p> <p>Had meeting with representatives from Engineering, City Manager, Norfolk Southern and GDOT on September 5. Another meeting is scheduled on September 15 to discuss short term and long term solutions.</p>	Pam Hodge Donna Newman

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
19	8/29/23	Judy Thomas	<p><u>Park Facilities Update Facilities Personnel</u></p> <p>Would like a program to pull trade graduates in from Columbus Tech and Jordan.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Reather Hollowell Drale Short
20	8/29/23	Joanne Cogle	<p><u>Parks and Recreation Update</u></p> <p>What would cost to overfund the requests made in this presentation at mid-budget year? Requests that we come back next budget year with a preventative maintenance plan cost.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response will be provided soon.</p>	Lisa Goodwin Holli Browder Angelica Alexander
21	8/29/30	Toyia Tucker	<p><u>Parks and Recreation Update</u></p> <p>Give the council the amount required for capital improvements that are needed for parks and recreation, even if it's just an estimate. Make sure to prioritize the list for them.</p> <p><u>Response:</u></p>	Lisa Goodwin Holli Browder

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			The matter is still under review. A response will be provided soon.	
22	8/29/30	Toyia Tucker	<p><u>Parks and Recreation Update</u></p> <p>Requests that we see if Ft Moore is willing to donate exercise equipment to our rec centers since we are in need of updated equipment</p> <p><u>Response:</u></p> <p>The matter is still under review. A response will be provided soon.</p>	Isaiah Hugley Lisa Goodwin Holli Browder
23	8/29/30	Bruce Huff	<p><u>Parks and Recreation Update</u></p> <p>Inquired whether the basketball courts and goals will be restriped, and nets replaced. He mentioned events are now looking for a 3-point line for outdoor courts.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response will be provided soon.</p>	Lisa Goodwin Holli Browder

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
24	8/29/30	Charmaine Crabb	<p><u>Parks and Recreation Update</u></p> <p>Requests that a day of work or weekend of work be coordinated for citizens in Heath Park</p> <p><u>Response:</u></p> <p>The matter is still under review. A response will be provided soon.</p>	Lisa Goodwin Holli Browder
25	8/29/30		<p><u>Parks and Recreation Update</u></p> <p>Would like an inventory of what's inside all of our parks and facilities and requests that Parks and recreation share their 5 year plan for their facilities and programs.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response will be provided soon.</p>	Lisa Goodwin Holli Browder

File Attachments for Item:

1. RESOLUTION - A resolution canceling the Proclamation Sessions for October 3, November 7, and December 5, 2023.

RESOLUTION**NO. _____**

A resolution cancelling the Proclamation Sessions for October 3, November 7, and December 5, 2023.

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

WHEREAS, the Council desires to cancel the Proclamation Sessions as follows: October 3, November 7, and December 5, 2023; and,

WHEREAS, in accordance with Section 3-103 of the Charter, the Council may, by majority vote of the Council at least seven days prior to the meeting, cancel a regularly scheduled meeting.

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

The October 3, November 7, and December 5, 2023 Proclamation Sessions are hereby cancelled.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12th day of September 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor

File Attachments for Item:

2. Minutes of the following boards:

Board of Tax Assessors, #27-23, #28-23 and #29-23

Convention & Visitors Board of Commissioners, June 21, 2023

Development Authority of Columbus, July 13, 2023

Employee Benefits Committee, June 28, 2023

Housing Authority of Columbus, July 19, 2023

Land Bank Authority, April 13, June 8, August 3, October 5, and December 14, 2022; February 8, March 8, April 12, May 17, and June 14, 2023

River Valley Regional Commission, June 28, 2023



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #2.

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

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

Board Members

Jayne Govar
Chairman

Lanitra Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carmack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #27-23

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, August 7, 2023, at 9:00 A.M.

PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Assessor Todd Hammonds
Deputy Chief Appraiser Glen Thomason
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Jones motions to accept agenda. Assessor Hammonds seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept minutes as presented. Assessor Jones seconds and the motion carries.

At 9:01, Administrative Manager Leilani Floyd presents to the Board:

- Homesteads – Signed & Approved.
- Returned Mail Certification – Signed & Approved. This will be posted online @ <https://www.columbusga.gov/> and at both Government Center locations for public viewing for 30 days.

At 9:10, Personal Property Manager Stacy Pollard presents to the Board:

- Late Filings - Signed & Approved.
- Bond Account – presented for consideration only today, no decision needed. Will be revisited for a decision at a later date.

At 9:24, Deputy Chief Appraiser Glen Thomason presents for Residential Property to the Board:

- Right of Way Deed Value Correction – #090 015 020 - Signed & Approved.

At 9:26, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #007 003 007; 008; 009; 010; 011; 011 001 002; 006; 016 027 001; 002; 022; 016 - Signed & Approved.

Vice Chairman Carmack motions to excuse Assessor Jones for the next board meeting on Aug 14th. Assessor Sandifer Hicks seconds and the motion carries.

At 9:38, Chairman Govar adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED: _____

MIN# 28 - 23 AUG 14 2023


J. GOVAR
CHAIRMAN

Absent
L. SANDIFER HICKS
ASSESSOR

Absent
K. JONES
ASSESSOR


T.A. HAMMONDS
ASSESSOR


T. CARMACK
VICE CHAIRMAN



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #2.

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Board Members

Jayne Govar
Chairman

Lanitra Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carmack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #28-23

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, August 14, 2023, at 9:00 A.M.

PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Todd Hammonds
Chief Appraiser/Secretary Suzanne Widenhouse
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Hammonds motions to accept agenda. Vice Chairman Carmack seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept minutes as presented. Assessor Hammonds seconds and the motion carries.

At 9:05, Administrative Manager Leilani Floyd presents to the Board:

- Homesteads – Signed & Approved.
- Residential Properties Certified to Clerk – No Signature needed. Placed into record.

At 9:13, Personal Property Manager Stacy Pollard presents to the Board:

- A4's – Assessor Hammonds recused from Lawn Outfitters. Signed & Approved.

At 9:17, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #005 007 010; 011; 012; 013; 014; 069 018 004A; 004B; 139 003 006; 006A - Signed & Approved.

At 9:27, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Settlement Conference Results – no show on 1st appointment and no settlement reached on 2nd conference appointment.
- Corrected Historic Application – Signed & Approved.
- Legislative Policy Statement Update – GAAO & ACCG – proposed policy statements discussed.
- DOAA Sales Ratio Study 2022 entered into record.

"An Equal Opportunity / Affirmative Action Organization"

MEMBERS: Georgia Association of Assessors' National Association of Assessing Officials

At 10:15, Chairman Govar adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED: _____

MIN# 29-23 AUG 21 2023


J. GOVAR
CHAIRMAN

ABSENT
L. SANDIFER HICKS
ASSESSOR


K. JONES
ASSESSOR

ABSENT
T.A. HAMMONDS
ASSESSOR


T. CARMACK
VICE CHAIRMAN

MIN# 29-23 AUG 21 2023



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

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Board Members

Jayne Govar
Chairman

Lanitra Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carmack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #29-23

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, August 21, 2023, at 9:00 A.M.

PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Chief Appraiser/Secretary Suzanne Widenhouse
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Jones motions to accept agenda with noted change. Vice Chairman Carmack seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept minutes as presented. Assessor Jones seconds and the motion carries.

At 9:04, Administrative Manager Leilani Floyd presents to the Board:

- Certification to BOE - No Signature needed. Placed into record.
- Homesteads – Signed & Approved.

At 9:15, Personal Property Manager Stacy Pollard presents to the Board:

- Late Returns - Signed & Approved.

At 9:17, Residential Division Property Manager Paul Borst presents to the Board:

- A2's – Signed & Approved.
- A4's – Signed & Approved.
- Appeal Appraisal Acceptance – Signed & Approved.

At 9:33, Commercial Division Property Manager Jeff Milam presents to the Board:

- A4 Agenda – Vice Chairman Carmack recused himself from # 026 002 002 & 026 003 001 - Signed & Approved.
- A4H Agenda – Signed & Approved.

"An Equal Opportunity / Affirmative Action Organization"

MEMBERS: Georgia Association of Assessors' National Association of Assessing Officials

At 9:50, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #111 013 001; 002 - Signed & Approved.

At 9:54, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Approved Collection Order - placed into record.
- Sales Ratio Study Update – Vice Chairman Carmack motions to authorize Chief Appraiser Widenhouse to discuss with the Board of Education and City Council the option of appealing the sales ratio. Assessor Jones seconds and the motion carries.

Assessor Jones motions to excuse the absence of Assessor Hammonds today. Assessor Sandifer Hicks seconds and the motion carries.

At 10:34, Chairman Govar adjourns the meeting without any objections.


Suzanne Widenhouse
Chief Appraiser/Secretary

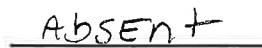
APPROVED: _____

MIN# 30 - 23 AUG 28 2023


J. GOVAR
CHAIRMAN


L. SANDIFER HICKS
ASSESSOR


K. JONES
ASSESSOR


T.A. HAMMONDS
ASSESSOR


T. CARMACK
VICE CHAIRMAN



BOARD OF COMMISSIONERS MEETING
Wednesday, June 21, 2023

Commissioners Present; Lauren Becker, Chair; Miles Greathouse, Secretary/Treasurer; Amy Bryan, Sherricka Day, Dan Gilbert, Pace Halter, Michelle Spivey, Mayor Skip Henderson

Commissioners Absent: Jamie Waters, Vice Chair; Peter Jones

Special Invitees: Norm Easterbrook, RiverCenter for the Performing Arts; Jerald Mitchell, Greater Columbus Chamber of Commerce; Merri Sherman, Columbus Sports Council; Haley Tillery, Columbus GA Convention & Trade Center; Ed Wolverton, Uptown Columbus, Inc.

Staff Present: Peter Bowden, Shelby Guest, Kim Gonzalez, Lacy Harden, Joel Slocumb, and Ashley Woitena

Call to Order Lauren Becker

- The June 2023 meeting was called to order by Lauren Becker at 3:30 pm.
- Ms. Becker explained that Marianne Richter, Executive Director of the Columbus Museum, would give a tour of the Museum construction progress after the meeting.

Approval of Minutes & Financials Miles Greathouse

- Miles Greathouse presented the consent agenda which included minutes for the May 2023 meeting, as well as financials for May 2023. He asked if there were any questions or discussion. There being none, a motion was made by Amy Bryan to approve the consent agenda, seconded by Pace Halter. A vote was taken, and the motion was approved.

Chair's Report Lauren Becker

- Ms. Becker asked the members of the Board if there should be a July 2023 meeting, due to summer vacations and travel schedules. A motion was made by Miles Greathouse to forgo the July 2023 meeting, seconded by Michelle Spivey. A vote was taken, and the motion was approved.

President's Report.....Peter Bowden

- Peter Bowden handed out copies of the latest Georgia Trend magazine, featuring Columbus, GA. Mr. Bowden also shared a copy of the Group Travel Reader magazine which also had an article

about Columbus; the story was written by one of the travel writers who had visited earlier in the year.

Other Business.....Group

- Lauren Becker congratulated Pace Halter, Dan Gilbert, and Michelle Spivey on their re-appointments to the Board of Commissioners. Their terms will run through December 2026.

Adjournment.....Lauren Becker

With no further business, Ms. Becker invited all in attendance to join Ms. Richter on the Columbus Museum construction tour and adjourned the meeting at 3:52 PM.

MINUTES OF THE MEETING OF THE
DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA
July 13, 2023

MEMBERS PRESENT: Heath Schondelmayer, Selvin Hollingsworth, Charles Ray Sheffield, Travis Chambers, Geniece Granville

MEMBERS NOT PRESENT: Dallis Copeland

ALSO PRESENT: Joe Sanders, Jerald Mitchell, Brian Sillitto, Pam Hodge, Conner Miller, Robert McKenna, Heather Chason, Kathryn Quackenbush, Deborah Kidder, Fady Mansour, Jason Kosmas, Janeen Tucker, Tyson Begly

The meeting was called to order by Heath Schondelmayer.

I. WELCOME

- A. June 1, 2023 Minutes - **Upon motion made by Selvin Hollingsworth and seconded by Charles Ray Sheffield, the Authority unanimously approved the minutes of the June 1, 2023 meeting attached as "Exhibit A".**
- B. June 15, 2023 Minutes - **Upon motion made by Selvin Hollingsworth and seconded by Charles Ray Sheffield, the Authority unanimously approved the minutes of the June 15, 2023 meeting attached as "Exhibit C".**

II. FINANCES

- A. June Financial Update – Joe Sanders commented on several line items to include millage funding, ICF expenses, and the CEDC funds balance. Jerald Mitchell noted that the project managers event would be moved to October. Brief discussion over budget preparation for the next fiscal year. Joe Sanders commented that board members could expect to receive the budget for review and approval at the next meeting. **Upon motion by Selvin Hollingsworth and seconded by Travis Chambers, the Authority unanimously approved the May 2023 Financial Reports attached as Exhibit "B".**

III. ECONOMIC DEVELOPMENT REPORT

- A. Jerald Mitchell presents Economic Development snapshot. He reported the following:
 - Jerald discussed 2023 Project Pipeline and goals with an expectation of 10-15% of opportunities materializing and an 18-month timeline for cycle of completion. He commented on the most promising target industry sectors including battery production and storage, electric vehicle suppliers, aerospace, and advanced manufacturing.
 - Jerald reported on the status of active projects and development of the site plan for Muscogee Technology Park including cleared sites and priority sites. Jerald emphasized the importance of reducing speed to market timeframes. Discussion over target areas, cost productive sites, and traction of smaller projects. Jerald reported on the status of AFB International's site development and facility preparations.

- Conner Miller discussed CTC receiving approval for their manufacturing center and its current design plan including the location and the allocated square footage for lab base and classrooms. Jerald Mitchell elaborated on the importance of CTC as a workforce partner and prioritizing workforce development initiatives.

- B. Charles Ray Sheffield questioned the status of receiving grading quotes for Technology Park and the lot sale. Discussion over preparing sites for joint site projects, comparing estimates for grading quotes, and bringing quotes to the group to make a collaborative decision on how to proceed to get sites pad ready. Heath Schondelmayer also commented on the lot sale being under contract and still in the due diligence period. Heath also suggested making a joint visit to walk the sites to finalize decisions regarding site development and priorities.

IV. CITY OF COLUMBUS REPORT

- A. Pam Hodge reported that the City passed the annual budget and last-minute adjustments included lowering the millage rate but it did not change for the Development Authority. The City is expecting to free up about \$800,000 for economic development funds over the next two years. Discussion over how the millage rate reductions will affect home values and homestead exemptions.

V. OLD BUSINESS

Nothing significant to report.

VI. NEW BUSINESS

Nothing significant to report.

VII. LEGAL ISSUES

- A. Rob Mckenna reported on receiving and needing to approve the bond resolution for Pratt & Whitney. **Upon motion made by Selvin Hollingsworth and seconded by Geniece Granville, the Authority unanimously approved the bond resolution for Pratt & Whitney.**
- B. Rob Mckenna reported on a request from Synovus for consent to build solar panels on Moon Road property and a nondisturbance. Heath Schondelmayer recused himself. **Upon motion made by Travis Chambers and seconded by Selvin Hollingsworth, the Authority unanimously approved the consent and nondisturbance for Synovus.**

VIII. EXECUTIVE SESSION

No Executive session called.

IX. MEETING ADJOURNED

There being no further business the Authority was declared adjourned by the Chairman.



Heath Schondelmayer, Chairman



Selvin Hollingsworth, Vice Chair

MINUTES OF THE EMPLOYEE BENEFITS COMMITTEE

Monday, June 28, 2023
10:00 AM

ATTENDEES	P	A	ATTENDEES	P	A
Rachel S Blanks,	X		Troy Vanerson	X	
Nancy Boren	X		Ardria McGruder	X	
Timothy A. Smith,	X		Shannon H. Hubbard	X	
			Holli Browder		X
Angelica Alexander, Ex-Officio	X		Pamela Hodge	X	
Reather Hollowell, Ex-Officio	X		Lisa Goodwin	X	

**Others Present: Vanessa Stephens, Tammi Starkey Sheila Holt - NFP
Erin McDill, Megan Procell - CareATC, Keisha Johnson, Sheila Risper, Cynthia Holliman**

CALL TO ORDER: Nancy Boren—CHAIR (10:03AM)

AGENDA AND DISCUSSIONS

- The meeting was called to order by Nancy Boren.
- The minutes from the **April 17, 2023**, meeting was reviewed and approved.
- **Reather Hollowell** – Asked Nancy Boren to confirm the new members for the Employee Benefits Committee (EBC) and asked the members to introduced themselves so all members will be familiar with who they are. Per Reather, for the past several years there has not been an increase in health care premiums. Moving forward employees will be encouraged to participate in Heath Passport activities as an alternative to coaching; cancer screening, mammogram, PSA, and education webinars that are held in the Learning Center. Healthcare Budget passed by Council at its last meeting. No Premium increase for 2024 for those participating in the Wellness incentive program. For those employees that do not participate in the Wellness incentive program, there will be a 22% surcharge added to their healthcare premium. Council/City Manager approved for those employees that submitted a final appeal; effective July 1, 2023.

- **Erin McDill** – CareATC presented a Personnel Health Assessment (PHA) update (July 11 to October 20, 2023). CareATC has completed the Wellness Guide, PHA flyer, and the Health Passport flyer, which was released in May 2023. Amy Spradlin, the CCG health coach is visiting various departments and entities to educate the employees on the wellness program along with a recorded webinar distributed via email. Employees are encouraged to take advantage of coaching if it has been determined the employee is coaching eligible to avoid the additional surcharge for 2024 of 22%. Erin provided an overview of CareATC's Health-passport. The platform includes single sign-on capabilities through the CareATC patient portal or app, a PHA appointment scheduler, as well as health and fitness device connection services for wellness challenges, and the annual "Step Challenge."
- **Tammi Starkey** - NFP provided a Healthcare Benefits Update. The recommendation concerning CCG's Health Plan administrator, and Pharmacy Benefits Plan administrator, is to continue with Anthem BCBS and Optum Rx for the 2024 plan year. To continue to manage the Health Plan, if not; healthcare will cost about 7% more each year because more care is needed, more expensive care or higher cost medications. Activities to assist in reducing health care cost includes health education, monthly webinars, on-line coaching modules, local event challenges, 5K runs, annual screenings, physicals, cancer screenings to get a comprehensive view of your health. Additionally, a 22% rate increase will apply to all non-wellness active employees. For health plan utilizers that participate in the wellness incentive, there will be no increase to their contributions in 2024. NFP is working with Anthem to integrate their app, which is called the Sydney App which has abundance of services to offer; providers, electronic medical card, EOB and much more. Medicare Advantage plan, which is a fully insured plan, is for those retirees that are eligible for Medicare. Council approved increasing the city contribution for the Health plan from 70% to 73.3% of the total spend. With this increase, the City will again contribute 5.24% for what was budgeted in the current fiscal year that is ending.
- **Shannon Hubbard** wants the City to introduce some sort of a competition to challenge employees to participate to include a reward to be an incentive instead of purchasing an item. Maybe points generated earned towards time off.
- **Angelica Alexander** wanted to make sure the wellness incentive surcharge increased to 22% included the previous year's 12% and not an additional increase of 22%.

*During the EBC meeting, the committee appointed Troy Vanerson to be the vice chair along with Holli Browder *.

Respectfully Submitted,

*(Due to the EBC being sanctioned by City Council, all further meetings will need to include an in-person meeting with at least three members of the committee present.)

3643

THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA

Regular Meeting

**July 19, 2023
9:00 AM
Columbus, Georgia**

**Meeting was Held by Both Telephone Conferencing and In-Person
Due to the COVID-19 Virus**

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

Chairman Larry Cardin called the meeting to order the following Commissioner were present:

**John Greenman
Linda Hadley
Jeanella Pendleton
John Sheftall
Ryan Clements
Tiffany Stacy**

In attendance from the Housing Authority staff was Lisa Walters, Chief Executive Officer, Sabrina Richards, Chief of Property Management, Sheila Crisp, Chief Financial Officer, Laura Johnson, Chief Real Estate Officer, John Casteel, Chief Assisted Housing Officer and Jim Clark, Esquire.

INVOCATION:

Chair Cardin offered the invocation.

ADOPTION OF AGENDA:

Chair Cardin made one correction to the agenda. Motion for approval of the agenda as corrected was made by Commissioner Greenman, seconded by Commissioner Clements. Motion carried.

3644

APPROVAL OF THE JUNE 21, 2023 BOARD MEETING MINUTES:

Chairman Cardin called for a motion to approve the minutes of the June 21, 2023 Board meeting.

Motion for approval of the minutes was made by Commissioner Clements, seconded by Commissioner Hadley. The motion carried.

FINANCIAL REPORT:

Sheila Crisp, CFO, provided a report of agency finances month-to-date and year-to-date actual to budget results and the explanation of the top factors of the variances. In summary, we are tracking ahead of budget by about \$662.

CHARGE-OFF OF FORMER RESIDENT ACCOUNT BALANCES FOR MONTH ENDING June 30, 2023:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3446

**RESOLUTION AUTHORIZING THE CHARGE-OFF OF FORMER
RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR
THE AUTHORITY'S HOUSING DEVELOPMENTS
FOR THE MONTH ENDING JUNE 30, 2023**

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

**CONSIDER A RESOLUTION AUTHORIZING THE AMENDMENT
OF RESOLUTION 3422 WHICH AUTHORIZED THE HACG RAD II
PROJECT IN ORDER TO APPROVE A CHANGE IN THE PROJECT
FROM A RAD CONVERSION TO A RAD/SECTION 18 BLEND
CONVERSION**

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3447

3645

Jim Clark presented this resolution for the Warren Williams/Rivers Homes Rehabilitation. The RAD/Section 18 Blend will increase the yearly revenue by approximately \$200K.

Motion for approval was made by Commissioner Greenman and seconded by Commissioner Hadley. Motion carried.

REPORT FROM THE GOVERNANCE COMMITTEE:

The Governance Committee presented the slate of officers for the next year as follows: Chairman Cardin, Vice-Chairmen Hadley and Secretary-Treasurer, Walters.

The Commissioners voted and the slate of officers were approved.

REPORT FROM THE AUDIT AND FINANCE COMMITTEE:

The Audit and Finance Committee will be meeting after the Board Meeting to discuss the Bond Fee Policy and Fee Schedule.

REPORT FROM THE REAL ESTATE COMMITTEE:

The Real Estate Committee will meet in the month of August to discuss Faircloth to RAD.

PUBLIC SAFETY TASK FORCE:

Commissioner Stacy reported problems with some homeless people around Arbor Pointe, Patriot Pointe and Nicholson Terrace. She also reported children fighting at Farley Homes.

MOVING TO WORK (MTW) CORRECTIVE ACTION PLAN UPDATE:

Lisa Walters gave an update on the MTW Corrective Action Plan (CAP). Lease up at Warren Williams is 93% and 93% for Cauty Homes. Section 8 voucher utilization 82%. There are currently 79 families with vouchers searching for housing. Extensions have been granted to 6 families, allowing them more time to find adequate housing.

EXECUTIVE DIRECTOR'S REPORT:

Lisa Walters reported that lease up is 96% across all developments, including the remote housing authorities. At the RAD properties, Nicholson Terrace, Luther

3646

Wilson, EJ Knight, and EE Farley, lease up is 96%. The Banks at Mill Village is leased at 99%.

We have stopped leasing at Warren Williams/Rivers Homes in preparation for the RAD rehabilitation and relocation of residents.

The MTW Collaborative Staff and Directors are currently working with the Congressional Appropriations Committee to extend the MTW program for another 10 years from 2028 to 2038.

Laura Johnson presented a power point slide show of HACG's Strategic Development Plan. She discussed Warm Springs Road, Warren Williams/Rivers Homes, BTW South and Moon Road.

EXECUTIVE SESSION:

An Executive Session was held to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of an officer or employee, as provided by O.C.G.A. section 50-14-3(6). Commissioner Greenman motioned to close the Board meeting so the Executive Session could be entered. Commissioner Hadley seconded the motion. Executive session was then entered. There was no action taken.

Chair Cardin adjourned the Executive Session.

ADJOURN:

There being no further business, Chairman Cardin asked for a motion to adjourn the meeting. Motion for approval was made by Commissioner Sheftall, seconded by Commissioner Clements. Meeting was adjourned.



Larry Cardin
Chairman



Lisa L. Walters, CPM
Secretary-Treasurer



MINUTES

Time: 11 am Wednesday, April 13, 2022

Place: Microsoft Teams

Board Members Present: Lance Hemmings (Chair), Patrick Coleman, Deidre Tilley, Sherri Aaron, Michelle Williams,

Board Members Absent: Tyler Pritchard

Staff Members Present: Robert D Scott, Community Reinvestment Director, Emma M McCabe, Community Reinvestment Coordinator, Michael C Baker, Finance Manager, and Natalie Bouyett, Real Estate Specialist

of Public attendees: 2, Yolandra and Eric Thomas from R828 Realty

Call to Order. Board Chair, Lance Hemmings, called the meeting to order at 11:00 am.

1. Board Organization

a. CRD Liaison Update

- Rob Spoke about the status of the Land Bank since Melvin's departure and where the Land Bank is headed with Natalie Bouyett.
- b. Rob introduced Natalie Bouyett, the new Real Estate Specialist.

2. Financial Report

- a. Robert reported the main account balance is \$60,270.12.
 - However, 3 parcels did not fall under the HUD LMI census track therefore we will have to reimburse HUD \$13,002.91 for the acquisition costs.
 - Once paid the balance will be \$47,261.21.
 - Lance asked if we had disposed of these 3 properties. Robert said yes and that only 5 others remain.

3. Property Update

- a. Robert stated the following properties are under contract and awaiting signatures
 - 4415 16th Avenue – Greater Beallwood Baptist Church
 - 3809 2nd Avenue – Bradley Barnes
 - 2610 16th Avenue – Bradley Barnes
- b. Robert reviewed the remaining properties under the Land Bank
 - 818 Winston Rd
 - 915 Winston Rd
 - 930 Winston Rd
 - 2109 1st Avenue
 - 2209 1st Avenue
 - 3321 Glenwood Avenue
- c. Lance mentioned Melvin was looking into getting 75% of tax revenue for 5 years from tax assessor and that he had accumulated that information.



4. Future Activities

a. Reconstitution Project

- Rob mentioned we have 328 properties with Demolition and/or Tax Liens. He will work on a pitch on how to leverage these through the Land Bank.

b. Rob wants to have a workshop developed by the fall regarding what the Land Bank is and where we are going.

5. Presentation

- a. R828Realty.com was invited to share how they could partner with the Land Bank.

6. Scheduled Next Meeting

- a. 10:00am Wednesday, June 8th Virtual Meeting

Meeting was adjourned at 12:00 pm.



MINUTES

Time: Wednesday, October 5, 2022

Place: Microsoft Teams, Annex Conference Room

Board Members Present: Lance Hemmings (Chair), Michelle Williams, Patrick Coleman, Sherri Aaron

Board Members Absent: Deidre Tilley and Tyler Pritchard

Staff Members Present: Robert Scott, Community Reinvestment and Real Estate Director, Natalie Bouyett, Real Estate Specialist, and Michael (Casey) Baker, Finance Manager

Call to Order: Lance called the meeting to order at 12:10

1. Review and Approve Minutes from 8.3.2022

- Patrick made a motion to approve August 3, 2022 minutes. Sherrie seconded. None oppose. Unanimously Approved

2. Financial Report

- Casey presented the financial update. The Land Bank Authority has just over \$88,000 and had \$29,000 in revenue since the last meeting. He reminded us that there is a \$13,000 repayment due to CDBG for properties purchased that didn't make the qualifying 51% LMI.

3. Director's Report

- 100 Affordable Homes Project Update**
 - Rob state that the proposal would be presented to council on October 11th. Lance asked about types of homes that were needed and issues with lot dimensions. Rob state the Consolidated plan, which had significant research to develop, identified 3 bedrooms as most needed. Rob also stated he would work with Ryan Pruett, Council Woman Toya Tucker, and City Attorney Clifton Fay to develop policies around the challenging lot dimensions.
- Workshop Series**
 - Rob announced that the Land Bank Authority has developed a Fundamentals of Land Banking presentation for the community for individuals interested in learning more about the Land Bank Authority. The first one took place



September 27th at the Citizens Service Center and the next one will hopefully be in November.

- Secretary of HUD, Marcia Fudge, is planning a visit to Columbus. Council members were advised to contact Natalie if they wished to attend.

4. Board Member

- **Terms**
 - Natalie reviewed all the terms for the current Board Members noting that Tyler, Deidre, and Patrick were coming to an end of their term on October 31, 2022. Patrick is unable to renew his term since he has served the maximum 2 consecutive years.
- **New Member Vote: Steve Anthony**
 - Lance advised the Board there is a candidate, Steve Anthony. He is a builder, brings a lot of beneficial knowledge to the table, and has served on the Land Bank Authority Board before. Patrick made a motion to appoint/nominate Steve Anthony, Sherrie seconds. None opposed. Unanimously approved.

5. Property Update

- Natalie presented the following properties for a Judicial In-Rem Request. Patrick made a motion and Sherrie seconded acquiring the 2 Young Ave properties and Peabody Ave location if the buyers agree to pay all the acquisition costs, putting \$5,000 into an escrow account for each property and signing a contract prior to acquiring. The Board approved the remaining three properties for acquisition. Unanimously approved.
 - 4113 Young Ave
 - 4109 Young Ave
 - 2810 Peabody Ave
 - 2734 Mimosa St
 - 4131 2nd Ave
 - 3025 Bonanza Dr
- Donation Offers to the Land Bank
 - 3006 10th St
 - 4780 Gardiner Dr
- Property Bid and Proposal Review
 - None
- Land Bank Properties Under Contract
 - 2109 1st Ave



- 2209 1st Ave
 - 2235 Cornell Ave
 - Conveyed Properties
 - 3321 Glenwood Dr - \$25,001
6. Natalie will review the 75% over 5 year law and give and update to the board.
 7. Special Guest and Presentation by Shawna Love with Boys 2 Men
 8. **Schedule Next Meeting: December 7th at 12PM**



Minutes

Time: 10 am Wednesday, June 8, 2022

Place: Microsoft Teams

Board Members Present: Lance Hemmings (Chair), Deidre Tilley, Sherri Aaron, Michelle Williams

Board Members Absent: Tyler Pritchard, Patrick Coleman

Staff Members Present: Robert D Scott, Community Reinvestment Director, Natalie Bouyett, Real Estate Specialist, and Michael C Baker, Finance Manager

Call to Order: Lance called the meeting to order at 10:20AM

1. Review and approve minutes from 4.13.2022

- Michelle makes a motion to approve April 13, 2022 minutes. Sherrie Seconds the motion. None oppose. Unanimously Approved.

2. Director's Report

- We received notification from NeighborWorks they cannot move forward on properties due to funding and they will be returning properties to Land Bank. We will work on developing strategic processes for assessing properties, identifying partners and more in the future.
- Affordable Housing: City received \$79 million for Columbus to Build Back Better through American Recovery Program (ARP) grants. Over 300 properties have demo liens and over 180 have both demo and tax liens. With these new ARP grant funds, we can address affordable housing through a strategic plan of repurposing vacant lots with demo and tax liens to create 100 affordable housing units for LMI households. Plan will be fully presented at the next meeting.
- Land Bank Interest Form: Natalie presented the current form to the board to explain the new process of having individuals submit interest in properties. Deidre and Michelle requested copy of form and link to review. Section to include in the form is a document upload section where an LLC can attach a copy of Articles of Organization and Operating; a Corporation can attach Articles of Incorporation and Bylaws; and a nonprofit can attach Articles and Bylaws.

3. Property Update

- Conveyed Properties
 - 4415 16th Avenue – Greater Beallwood Baptist Church
 - 3809 2nd Avenue – Bradley Barnes
 - 2610 16th Avenue – Bradley Barnes
- Land Bank Properties



- 818 Winston Rd – Rena Hall
- 915 Winston Rd – Rena Hall
- 930 Winston Rd – Rena Hall: Amend Contract for 30 to 60 day closing.
- 2109 1st Avenue
- 2209 1st Avenue – Gretchen Castro:
 - Need to break even on our cost for closing and back taxes or liens that can't be waived. City typically forgives demo lien.
 - Sherrie: Made a motion to move forward with the sale with the conditions that the sale price exceeds cost of attaining and conveying property, and Natalie can send an email if it sells before meeting and it would be rectified during the following meeting. Michelle seconds. Unanimous.
 - Lance would like to verify this property is not part of a development plan or being used with the Housing Authority.
- 3321 Glenwood Dr – Obtain a more recent photo of the property. Market this property. Lance suggested creating an online feature that allows for a minimum opening bid of what we invested in the property with a final date so we can get multiple bids on properties.
- Property Interest Forms (Demo)
 - 4113 & 4109 Young Ave – Tabitha and Thomas Howell.
 - Need contingency contract that they would contribute up to \$7,000 to cover cost pending In Rem Foreclosure and other legal fees. May need to put up earnest money of \$500/lot or \$1,000 in. Earnest money goes towards purchase. May need 90-day contract to allow for foreclosure process of running 4 consecutive weeks in the paper. Should be ready to go on August 4th for title work and September 4th for closing.
 - Sherrie motions to proceed with potential sale pending contractual agreement and deposit of earnest money. Deidre seconds. Unanimous.
 - 2810 Peabody Ave – Michael Johnson.
 - Need to know if tax accessors office is willing to forgive. Need to understand cost of foreclosure. Mr. Johnson needs to cover cost. Need to understand our responsibility and what we can waive.
 - Board is comfortable moving forward on discovering the information as long as Rob approves of using this property for the side lot program.

4. Financial Report

- Casey reported we currently have \$61,272.47. Casey is cleaning up the financial report and will clarify line items next meeting.

5. NWC/CHI Returning Properties to LB

- Lance provided a summary on our partnership with NeighborWorks. Three years ago NeighborWorks came to us with 12 properties with 3-5 year plan to rehab and gentrify



the community. LB is happy to do our part, but they redevelop their 3-5 year plan every year such as those in N. Highland and Beallwood. LB put a limit on how long we would hold properties for 3 years. If the plan moves forward, we will hold properties, otherwise NeighborWorks needs to take them back. LB does not have unlimited funds to maintain properties and we do not need to be a warehouse of unwanted properties. Rob is talking with NeighborWorks and they will present us with a plan. Let's prepare for this discussion at the next meeting.

6. Affordable Housing Plan:

- Lance said we are happy to find a purpose for these vacant lots. These properties are hard to develop without a loss but this will be grant money so the Land Bank will not take the hit. Through this approach we could regenerate interest in communities that have been in decline over the years. It sounds like a good program and he awaits future discussion of it.

7. Schedule Next Meeting: Natalie will send out a survey to see what time works best. Date to be set once information is received.

8. Adjourn 11:40AM



Minutes

Time: 10:30 am Wednesday, August 3, 2022

Place: Microsoft Teams

Board Members Present: Lance Hemmings (Chair), Deidre Tilley, Sherri Aaron, Michelle Williams, Tyler Pritchard, Patrick Coleman

Board Members Absent: None

Staff Members Present: Robert D Scott, Community Reinvestment Director, Natalie Bouyett, Real Estate Specialist, and Michael (Casey) Baker, Finance Manager

Guests: Tonza Thomas

Call to Order: Lance called the meeting to order at 10:39AM

1. Review and Approve Minutes from 6.8.2022:

- Deidre makes a motion to approve June 8, 2022 minutes. Patrick seconds the motion. None oppose. Unanimously Approved.

2. Financial Report

- Casey presented a financial update since the last board meeting. We have had roughly \$1,800 in closing costs and property maintenance since last meeting. We have had \$1,500 income from the Winston Rd. properties. The total balance is now \$59,217.72. Casey will email Natalie who will forward the board a more detailed list of costs since last board meeting.

3. Director's Report

- NWC/CHI Quit Claim Deed Changes:** Rob stated The Land bank spoke with NeighborWorks regarding 6416 Dorsey, 6130 Hunter Ridge, 3341 Gleason, and 6 Derby Court. and they are not wanting to give the properties back but extend the timeframe they have to develop the lots on the Security Deeds. Lance made a motion to extend the Security Deeds for 18 months. Sherri Seconded the Motion. None opposed. Unanimously Approved.
- 100 Affordable Homes Project Update:** Rob stated the proposal was turned into Pam and is awaiting decision by the panel.



- **Board Vacancy:** Rob introduced Tonza Thomas as a candidate for the Board. He stated she is the State of Georgia's Secretary for the NAACP, Chairwoman of the Democratic Party, and has an intense passion for affordable housing development. No vote was taken.
- **Workshops and Website Updates:** Rob stated to educate the community on how to leverage the Land Bank, Natalie is working on developing a Land Bank workshop to be starting in September or October.

4. Property Update

- **Conveyed Properties:** Natalie stated the following properties have been conveyed:
 - 818 Winston Rd to Rena Hall/Family Reconstruction
 - 915 Winston Rd to Rena Hall/Family Reconstruction
 - 930 Winston Rd to Rena Hall/Family Reconstruction
- **Land Bank Properties:** Natalie stated the Land Bank is currently holding the following properties:
 - 2109 1st Ave
 - 2209 1st Ave
 - 2235 Cornell Ave
 - 3321 Glenwood Dr
- **Property Bid and Proposal Review:** Natalie stated the Land Bank has received 13 Proposals. That each property advertised had received at least one bid offering the minimum requested amount. The winning bids were:
 - 3321 Glenwood Dr – Lance made a motion that Katrina Flowers be named winning bidder with a bid of \$25,001 under the condition she provide proof of funds within 60 days and close 30 days thereafter, identify contractors, send specific plans to the board, and complete construction within 12 months after closing. The runner up in case Katrina Flowers cannot fulfill her obligations will be Deshiana Durham with a bid of \$10,300. Patrick Seconded. None opposed. Unanimously Approved.
 - 2109 1st Ave – Lance made a motion that Housing Authority of Columbus be named the winning bidder with a bid of \$6,000. Sherrie Seconded. None Oppose. Unanimously Approved.
 - 2209 1st Ave – Lance made a motion that Housing Authority of Columbus be the winning bidder with a bid of \$4,500. Michelle Seconded. None Oppose. Unanimously Approved.



- 2235 Cornell Ave – Lance made a motion that Theresa Darden be named the winning bidder with a bid of \$5,100. Sherrie Seconded. None Opposed.

Unanimously Approved.

- Donation Offers to the Land Bank: The following properties were offered as donations to the Land Bank:
 - 3006 10th St
 - 4780 Gardiner Dr
 - Natalie Suggested that the Land Bank contact the donors and say that we will work to secure a purchaser for the property in line with development plans in the area. Meanwhile, we will list the lots and take bids and proposals. Once we secure a winning proposal, we will take over the lots so that the Land Bank does not become a dumping ground for unwanted lots. Lance mentioned we may need indemnification for this agreement. The board approved with Natalie and Lance. No vote needed.
- November In-Rem Request List (Ongoing)
 - 4113 & 4109 Young Ave
 - 2810 Peabody Ave

5. **Schedule Next Meeting:** A survey will be sent out for several days in October with a 12PM meeting time in October. The Board will be welcomed to bring in food for the lunch hour meeting or meet online as this will be another hybrid option. Also, Shawna Love, who submitted three proposals on Land Bank properties, will be invited to the next Board Meeting to speak about her initiative to serve foster families and veterans.

Adjourn Meeting 11:45AM



MINUTES APPROVED

Time: Wednesday, December 14, 2022 at 11AM

Place: 3111 Citizens Way, Community Room

Board Members Present: Sherri Aaron, Deidre Tilley, Steve Anthony and Chris Phillips

Board Members Absent: Lance Hemmings, and Michelle Williams

Staff Members Present: Robert Scott, Community Reinvestment and Real Estate Director, and Natalie Bouyett, Real Estate Specialist

Guest Speakers: Mike Johnson and Roshard Walker

Call to Order: Rob called the meeting to order at 11:15am

1. **Introduction of New Board Members:** Steve Anthony and Chris Phillips gave an introduction and background
2. **Review and Approve Minutes from 10.5.2022:** A few corrections were discussed. Deidre made a motion to accept the minutes with the corrections. Steve seconded. All in favor.
3. **Financial Report:** Board Members were given a financial report. Rob discussed the growth of the Land Bank over the years.
4. **Director's Report**
 - 2023 Vision and Activities: Rob discussed the Affordable Homes project and how the Land Bank will be leveraged to develop Affordable Homes with funding approved by Council. A plan is forthcoming.
 - The Land Bank will work on developing a better working relationship with the tax commissioner's office. They have had a lot of turnover but we need to move forward on acquiring properties so we will work on developing the relationship and ultimately the judicial foreclosure process.
5. **Property Update**
 - **Property Interest Forms**
 - Michael Johnson – 2810 Peabody Avenue
 - Mike Johnson presented about his interest in 2810 Peabody Ave. He has worked with Carolina, Melvin and Natalie on the acquisition and has been very patient in the process. Melvin had mention that the side lot



could be sold for \$500 but had not received board approval. Steve made a motion to split all costs associated with acquisition, equally up to \$5,000, the Land Bank not paying more than \$2,500, to help Mike acquire the side lot. Chris Seconded. All Approve.

- Charles Clifford Baker – 1025 42nd Street
 - Steve made a motion to move forward with acquisition and conveying the property to Charles Clifford Baker contingent on the purchaser providing a letter demonstrating sufficient funds within 90 days. Chris Seconds. All Approve.
- Roshard Walker – 222 21st Ave
 - Roshard was present at the Board Meeting and answered questions from the Board. Chris asked about the state of the structure (photos obtained of the property did not show a structure, only dense foliage). and what contractor was lined up. Roshard believes the property is salvageable and his contractor is Supreme Service. Chris asked about the budget for the renovation, Roshard says it's unknown at this time. Steve asked that Roshard take a closer look at the property before the board decides at the next board meeting.

- **Donation**

- 4780 Gardiner Dr. from Dave Thompson: This property has been dropped by the Land Bank since the owner is not willing to clear the title issues.
- 3006 10th St from Albany State University: We are underway of acquiring this property with two prospective purchasers.
- 1158 Curtis St. from Mr. and Mrs. Chastain: The Board would like Natalie to check that the title is clear on this property. Christ made a motion, contingent on the title being clear, the property can be listed for \$12,000 and the Board will consider any proposals next meeting. Sherrie Seconds. All Approve.

6. Schedule Meetings for 2023: The board determine to meet once a month on the 2nd Wednesday beginning in January.

7. Meeting Adjourned: 2:00PM



MINUTES APPROVED

Time: Wednesday, February 8, 2023

Place: Annex Conference Room, 420 10th St.

Call to Order AT 12:05PM Lance

Board Members Present: Lance, Deidre, Sherrie and Chris

Board Members Absent: Michelle and Steve

Staff Present: Natalie

Guests: Lauren Chambers and Betty Lawrence

1. **Introduction of New Board Member Lauren Chambers.** Lauren introduced herself to the Board and spoke about the work being done in the Mill District. She will be sworn in as a Board Member for the Land Bank in the afternoon.
2. **Review and Approve Minutes from 12.14.2022:** *Chris made a motion to accept the minutes from 12.14.2022. Deidre Seconds. None opposed.*
3. **Board Elections**
 - Lance explained the relationship of the Board to the City and informed the Board Members it would be best if a staff person remained in the place of Treasurer and Secretary. *Lance made a motion that Natalie continues to be Secretary and Treasurer. Sherrie seconds. None opposed.*
 - *Deidre made a motion that Lance remain as Board Chair. Chris Seconds. None opposed.*
 - Sherrie volunteered for Vice Chair. *Deidre made a motion that Sherrie be made Vice Chair. Chris Seconds. None opposed.*
4. **Financial Report:** The Ledger was given to Board Members to review. Natalie said she will just be providing the report from 2023 instead of all expenses and income since 2013 moving forward.
5. **Director's Report:**
 - Natalie provided an update regarding the Tax Commissioners Office. Rob and Natalie met with David Britt and discussed the Judicial In Rem Process and submitted properties the Board had already approved to go through the Judicial In Rem Process. They also discussed the property taxes owed to the Land Bank and an invoice detailing the amount owed was given to David. David believes that the Tax Commissioner had paid



some of those to the Land Bank and is going to investigate what has been paid and what is still owed.

- Natalie also stated that she is working on creating a new website for the Land Bank and then will be focusing on developing social media to help advertise Land Bank properties. Lance suggested that the Land Bank speak to the Board of Realtors to link the new website and Chris said once the new website is complete he would speak to them.

6. Property Updates

- **Inventory Update**

- 2109 1st Ave is in the process of being Quit Claimed to the Housing Authority. We will hopefully close on this by next Board Meeting.
- 2209 1st Ave has some issues that the Housing Authority's attorney is working on. Natalie will follow up to see if they are still interested.
- 1349 24th St and 2401 14th Ave were intended to be donated to MCSD but they notified the Land Bank that they are not interested in those properties. Natalie will put in an order to clean the lots and then list the properties for \$1,000 each. Need to order and put up a For Sale sign.
- 3006 10th St. was donated and is being prepared for conveyance to Boyz 2 Men Development Inc. with restriction to start development in 18 months and have a foster or veteran living in the house in 36 months.
- 1512 24th St. needs to be cleaned, checked for a foundation and listed on the website.

- **The follow properties have been given to the Tax Commissioner to start the Judicial In Rem Process**

- 4113 Young Ave
- 4109 Young Ave
- 2810 Peabody Ave
- 1025 42nd St
- 2734 Mimosa St

- **Property Interest Forms**

- Betty Lawrence – 3711 Hamilton Rd. Ms. Lawrence spoke to the Board about the criminal activity the vacant two buildings next to her property are attracting. She is unable to lease her two homes next door and would like to purchase the



tax delinquent property to renovate all four properties for rent. *Deidre made a motion that the Land Bank start the Judicial In Rem Foreclosure and if the properties are acquired, then Ms. Lawrence would pay for the acquisition costs plus \$10. The Deed restriction would be that the homes would be rented or sold to LMI households for 7 years. Mrs. Lawrence will also need to provide a cost and time estimate for the properties. Sherrie Seconds. None opposed.*

- Sandra H. Watson – 3036 Colorado Street. Natalie gave a report on the property next to Ms. Watson’s daughter’s house and how they would like to take that vacant lot to extend their yard and beautify their neighborhood. *Chris made a motion that the Land Bank start the In Rem Judicial Foreclosure process contingent on if Ms. Watson would provide \$3,500 in an escrow account for the costs of acquisition and pay the difference of the escrow amount and acquisition costs plus \$10 at closing. Also, the City would go ahead and clean the lot. Deidre Seconds. None opposed.*

- **Donation**

- 1158 Curtis St. from Mr. and Mrs. Chastain. Natalie updated the Board that the Land Bank is still in the process of acquiring this property. *Chris made a motion to accept the donation. Deidre Seconds. None opposed.*

With no additional old or new business to discuss, Lance adjourned the meeting at 1:15PM.



MINUTES - APPROVED

Time: Wednesday, March 8, 2023

Place: Annex Conference Room, 420 10th St.

Call to Order: Lance called the meeting to order at 12:03 PM

Board Members Present: Lance, Sherrie, Deidre, Chris, Steve and Michelle

Board Members Absent: Lauren

Staff Present: Natalie and Casey

Guests: Eric and Katrina Flowers

1. **Review and Approve Minutes from 2.8.23:** *Lance made a motion to approve the previous meeting minutes. Deidre Seconds. None opposed.*
2. **Financial Report:** Casey gave a financial update. Money has been received for 2109 closing and fees were paid for the donation at 118 Curtis St. The Land Bank currently has \$80,467.89 in the account. Casey will create Profit and Loss sheets for the financial reports going forward.
3. **Director's Report:**
 - Natalie and Lance had spoken prior to the meeting about finding information regarding insurance for the properties. Lance shared about the incident that happened next door to 1158 Curtis St. where a dog had attacked someone viewing the property. Natalie will look into insurance coverage and standard practices at other Land Banks.
 - Natalie updated the Board that we have 4 For Sale signs to place at properties. More can be ordered in the future.
 - Natalie has created a new website for the Land Bank and a new Facebook page. Everyone was encouraged to follow and share.
4. **Property Updates**
 - **Canceling Deed Restrictions – Guest Presenter**
 - Eric and Katrina Flowers gave a powerful presentation on the renovation project at 3321 Glenwood Dr. They asked that the Deed Restriction be removed since it had been fulfilled. *Michelle made a motion to remove the deed restriction at 3321 Glenwood Dr. Sherrie seconds. None Opposed.*
 - Natalie presented Denise McWhorter's request to remove the deed restriction on her two properties so that she could develop the land with two houses.



Lance made a motion that the board approves canceling the deed restriction pending verification she can develop with codes and ordinances on the property. Michelle seconds. None opposed.

- **Inventory Update**

- Natalie updated the Board that the Sales Contract has been returned signed but the \$5,000 has not been placed in escrow. As part of the Sales Contract, the \$5,000 should have been placed in escrow when it was signed and the fact it has not means the contract is in default. The Board asks that the purchaser have the funds in escrow in 7 days or the contract will be canceled.

- **Bid and Proposal Forms:** 7 applications were received for this property and they were presented to the Board to review. Upon review and discussion, *Steve made a motion to Award the property to Joshua Nicholson under the contingency that he provide proof of funding; create a development plan (Lance and Steve would schedule a time to access the home for assessment); place \$1,500 in escrow; and create a security deed stating the renovations be complete in 12 months and that Joshua present his updates on repairs when complete. If this contract falls through, the runner up will be Leena's General Store, LLC. Deidre Seconds. None opposed.*

- **1154 Curtis St.** *Sherrie made a motion to In Rem Foreclose on 1154 Curtis St. Chris Seconds. None Oppose.*

- **Property Interest Forms**

- Natalie presented a chart from 2019/2020 showing the fees the Land Bank pays for In Rem Foreclosures. The Board learned that the Tax Commissioner's Office charges anywhere from \$20-\$1,500 for collections depending on how long they have attempted to collect. Also, the court fees are typically \$2,800-\$3,200. These fees in addition to closing costs that average \$500, are all fees the Land Bank must pay when we do an In Rem Judicial Foreclosure and these fees will be packaged as Title Clearance and Closing Fees.
- 2958 Eagle Pointe Dr.: The Board decided to pass on this property due to status showing under contract.
- 4142 Bellamy St.: The Board decided to pass on this property since the Land Bank would be taking a loss, the amount of time delinquent is only 2 years and the value is worth more than \$1.



- 218 and 222 28th Ave: The Board requested more information from applicant. They would like to see proof of funds and plans to renovate the house. The applicant will be contacted prior to next meeting and invited to share more information with the Board.
- 3036 Colorado St.: Sandra Watson asked that the Board agree the cost for acquisition she is responsible for not exceed \$3,500 plus \$500 for attorney closing costs. *Michelle made a motion that the purchaser pay closing and attorney fees not to exceed \$5,000. Chris seconds. None opposed.*
- **Judicial In Rem Properties:** A list of properties going through judicial in rem was shown to the Board.

New Business: The Board discussed creating a target, Lance suggested \$150,000, to have in the account when the Board would meet to discuss the vision of the Land Bank and other side projects the Land Bank could instigate. Michelle was interested what these other side projects would look like. The discussion was tabled for next meeting.

Next Meeting is Wednesday, April 12th

Call to Adjourn 1:50



Minutes - Approved

Time: Wednesday, April 12, 2023

Place: Annex Conference Room, 420 10th St.

Call to Order: Lance

Board Members Present: Lance, Sherrie, and Steve

Board Members Absent: Lauren, Chris, Deidre, and Michelle

Staff Present: Natalie and Robert

Guests: George Humphries, Kenneth McWhorter and Denise McWhorter

1. **Review and Approve Minutes from 3.8.23:** Unable to approve due to no quorum
2. **Financial Report:** Natalie present the financials. No questions.
3. **Director's Report**
 - **ARP Housing opportunities:** Robert presented the opportunities the Land Bank could apply for ARP funding to address Affordable Housing development.
 - **Website:** Natalie presented the Land Bank website, highlighting the Land Bank's success stories page. Lance suggested adding tax revenue collected and properties sold to the website.
4. **Insurance Report for Board and Officers** – Lance reported that he had spoken with two insurance companies for Board and Officer insurance quotes. He asked Natalie to help with the paperwork to get the quotes. Lance stated he did not think given the Land Bank inventory and assets, it is necessary to get insurance for the properties. Natalie mentioned that other Land Banks do carry this insurance, rolling properties on and off monthly, however, those Land Banks are much larger than the Land Bank Authority of Columbus Georgia.
5. **Property Updates**
 - **Canceling Deed Restrictions** – Guest Kenneth and Denise McWhorter of 3414 4th Ave reported they have fulfilled their security deed and that it should be canceled. The Board was in favor and unable to vote due to no quorum.
 - **Inventory Update:** Natalie presented on the properties and status in the Land Bank inventory.



- **Bid and Proposal Forms:** Two Bid and Proposals were present to the Board, one for 3006 10th St. and one for 1349 24th St. The Board liked both bids. Natalie suggested including 2401 14th Ave in the bid for 1349 24th St since these properties are in a particularly challenging location and that the garden purposed could be a best use for both properties. The board agreed and Natalie will ask the bidder if he would like to take on 2401 14th Ave. at no additional charge. The Board will make a motion to sell both properties when quorum is reached.
- **Property Interest Forms:** George Humphries made a presentation to the board for 218 and 222 28th Ave. He discussed how he would get money for the properties and the community impact of doing edible gardening. Lance asked if there are licensing requirements in which Georgia said yes, but it was being taken care of through the flea market. A vote to foreclose on the properties will wait until the next board meeting when quorum is reached.
- **Recapture:** Columbus Housing Initiative is turning 4019 Hickory Ave over to the Land Bank. They purchased it in 2019 and have not developed it. No quorum to take on property. Natalie will post the property on the Land Bank website for a starting bid of \$10,000.
- **Judicial In Rem Properties:** A list of properties awaiting foreclosures that have been turned into the tax accessors office was shown to the board.

Call to Adjourn at 1:23



Minutes - Approved

Time: Wednesday, May 17, 2023

Place: Annex Conference Room, 420 10th St.

Call to Order: Lance called the meeting to order at 12:09 PM

Board Members Present: Lance Hemmings, Deidre, Michelle, and Steve

Board Members Absent: Lauren and Chris

Staff Present: Natalie and Robert

Guests: George Humphries, Kenneth McWhorter and Denise McWhorter

1. **Review and Approve Minutes from 3.8.23 and 4.12.23:** Steve made a motion to accept the minutes from the two previous Board Meetings. Deidre seconds. None opposed. The motion is approved.
2. **Old Business:** Lance requested we move any old business from last meeting that needed a vote to the top so that anyone in attendance could present to the Board and the Board could respect their time.
 - Natalie presented the request from property owners, Kenneth and Denise McWhorter, to cancel the Security Deed on 3414 4th Ave. They have fulfilled their security deed requirements so Steve made a motion to Cancel the Security Deed. Deidre seconds. None opposed. The motion is approved.
 - Natalie presented the request from George Humphries to purchase 218 and 222 28th Ave from the Land Bank after the In Rem Foreclosure. Lance recapped George's plans from the previous meeting. Michelle made a motion to proceed with the In Rem Foreclosure and requested George provide a renovation plan. Steve seconds. None oppose. The motion is approved.
3. **Financial Report:** Natalie presented the financials. No questions.
4. **Insurance Update:** Lance informed the Board that the paperwork was turned back into the two companies he contacted and that he will continue to follow up with them for the estimate. He will send the information out to the Board if he receives it prior to next meeting.
5. **Director's Report**



- Natalie discussed the need to revise the By Laws and the Policies and Procedures. These were done prior to Covid and should be reviewed. She will send both to the Board prior to next meeting and would follow up a week before the Board Meeting next month with topics to reconsider. Lance called an Executive Meeting and said we would be meeting in the Community Reinvestment Conference Room.
- Natalie discussed the need to review and alter the Security Deed process. It was recently found by a new attorney that the current Security Deeds are unenforceable due to the fact there is no monetary value to foreclose on. Natalie is in talks with the Center for Community Progress and other Land Banks to find a solution and will update the Board at the next meeting. Lance made a suggestion to discuss Springing Liens with the attorney.
- **ARP Housing opportunities:** Robert presented the opportunities the Land Bank could apply for ARP funding to address Affordable Housing development. Options include purchasing rental units, constructing rental units and tiny homes. Rob and Natalie are going to seek information regarding Columbus' ordinances and definitions of Tiny Homes.

6. **Board Attendance:** Lance discussed the importance of Board attendance and thanked the attending members for their service. He said they would need to discuss this issue at the Executive Meeting next month. He also noted that he would like to excuse Chris' absences due to the health issues he has been facing.

7. Property Updates

- **Inventory Update:** Natalie presented on the properties and status in the Land Bank inventory.
- **Bid and Proposal Forms**
 - One Bid and Proposal was presented to the Board for 3006 10th St. The Board reviewed the proposal and Michelle made a motion to sell the property to Seressa Graham at Wonder Rentals, LLC for the bid of \$5,500. Deidre seconds. None opposed. The motion passed.
 - One Bid and Proposal was presented to the Board for 1349 24th St. The Board reviewed the proposal for the community garden and Natalie stated due to the property location and the adjacent Land Bank owned property next to it, the Land Bank should sell both properties, 1349 24th St. and 2401 14th Ave., for the



total of \$5,000. Steve made a motion to sell both lots for \$5,000. Michelle seconds. None opposed. The motion is passed.

- 4019 Hickory Ave: Neighborworks purchased this property from the Land Bank in 2019 to develop an affordable housing unit. They are not moving forward with the project and are willingly returning the property back to us. Michelle made a motion to accept the property back via Quit Claim. Deidre seconds the motion. None opposed. The motion is passed.
- Two Bid and Proposals were received for 4019 Hickory Ave. Steve made a motion that Gretchen Castro be awarded the property for the purchase price of \$11,500 contingent on providing proof of financing and a development plan; and Sherrie Aaron's proposal is the backup if the first choice is to fall through. Michelle seconds. None opposed. The motion is passed.
- **Property Interest Form:** One property interest form was received from Living Faith Tabernacle. The Board reviewed the request and Steve made the motion to sell the property for the cost of closing/legal fees, not to exceed \$5,000. The sale is contingent on receiving the development plan and timeline prior to closing showing that breaking ground will occur within 6 month of the date of closing and the project will be completed within 12 months of closing. Deidre seconds. None opposed. The motion passed.
- **Judicial In Rem Properties:** A list of properties awaiting foreclosures that have been turned into the tax accessors office was shown to the board.

Call to Adjourn at 1:26 PM



Minutes - Approved

Time: Wednesday, June 14, 2023

Place: Annex Community Reinvestment Department Conference Room, 420 10th St.

Call to Order: Lance called the meeting to order at 12:00 PM

Board Members Present: Lance Hemmings, Deidre Tilley, Michelle Williams, Lauren Chambers, and Steve Anthony

Board Members Absent: Chris Phillips

Staff Present: Natalie Bouyett

Guests: Lindsey Mclemore

Guests: Lindsey Mclemore from the Clerk of Council's Office, and 3 of the Mayor's Summer Work Program Participants

Natalie introduced the Mayor's Summer Work Employees and Lindsey from the Clerk of Council's Office.

Due to time constraints, Lindsey presented her information first. Lindsey introduced herself and spoke about her experience overseeing the many Boards for the City. She passed out a packet of Board information to all Board Members and staff present.

While the information was passed out, Lance mentioned it was the first time we have talked about the ordinances and statutes and is concerned that Boards are not made aware of the changes when approved at the City and State level. Lindsey responded with information regarding City Council schedules and agendas and decisions concerning Boards are posted on the City Attorney's agenda and the Clerk's office posts actions and agendas. However, Ms. Davis, the Clerk of Council is seeking a way to disseminate information to Board secretaries.

Lindsey gave an overview of the Land Bank Board terms, bylaws, and applicable laws to how meetings need to be conducted. Lindsey spoke about a resolution in 2002 that states, a Board's bylaws can't be stricter than what the City has in place. Natalie mentioned that the current bylaws for the Land Bank Authority states a member can be removed after 2 missed meetings. Lance said we would make a motion to return it to 3 at the next public meeting.

Lindsey discussed the Georgia Sunshine Laws allowing for each person to meet virtually and vote, if there is a physical quorum present and the board participant is out of jurisdiction or sick, twice a year.

Lance said he was concerned that the Board term for the Land Bank Authority is short. It takes about 6 months to get up to speed and would like to see the Land Bank Board Member term go beyond 4 years. Lindsey said she would follow up to see if it is possible to extend the term. Lance also mentioned a need to stagger the Board terms. Currently 4 people leave around the same time which could cause the Board to fall off or loss momentum completely.



Lindsey acknowledged the concern and said she would look into it. She also informed the Board that Board members are allowed to recommend members to City Council or the Clerk's Office for the City Council's appointees.

Lauren discussed using our website to post meeting agendas at least 48 hours prior to meetings and posting the draft of meeting minutes on the website too. Lauren also discussed the onboarding process for the Trade Center Board and Natalie and Lindsey are going to work on getting that information from Ms. Tillery.

Lance is concerned that there is nothing about ownership or rentals in bylaws. We need to talk to Perrin or Clifton about doing so as Land Bank or setting up subsidiary for ownership of rental properties.

Natalie discussed travel that was coming up for a Tiny Home Festival in late June and the Land Bank Annual Conference in mid-October. Typically, these have been covered by the Community Reinvestment Department but Director, Rob Scott, would like the Land Bank Authority to cover these trips. Sherrie mentioned she is interested in attending the Land Bank Annual Conference as well. Natalie is going to put together an annual budget for the board, including travel expenses for next meeting so the Board can approve the expenses and decide if we would like to send another board member.

Lauren discussed doing a quarter round table with city leadership to provide updates with the Land Bank progress. Natalie and Lance are going to look into speaking with city leadership.

Call to adjourn: 1:31PM



RIVER VALLEY REGIONAL COUNCIL MEETING

Buena Vista, GA

June 28, 2023

10:30 A.M.

Meeting Minutes

Council Members (Counties Represented: 16)

Albert King, Vienna	Joe Lee Williams, Stewart
Barbara Cullefer, Lumpkin	Kevin Brown, Buena Vista
Barry Whitley, Butler	Lee Kinnamon, Americus
Bill McClellan, Schley	Maggie McGruther, Sumter
Bobby Jenkins, Cuthbert	Melvin Crimes, Webster
Bruce Hill, Oglethorpe	Randy Howard, Sumter
Carl Oliver, Macon	Ransom Farley, Hamilton
Carvel Lewis, Georgetown-Quitman, RVRC Secretary	Rebecca White, Randolph
Charles Coffey, Chattahoochee	Rob Grant, Harris
Chip Jones, Stewart	Shane Grier, Marion
Darrell Holbrook, Webster	Tameka Harris, Taylor, RVRC Vice-Chair
Doug Ethridge, Dooly	Terrell Hudson, Dooly
J.R. Dowdy, Crisp	Timothy Biddle, Chattahoochee
James Davenport, Clay	Tom Queen, Taylor
Jerry "Pops" Barnes, Muscogee, RVRC Chair	Tony Lamar, Talbotton
Jessie Smith, Sumter	Xavier McCaskey, Columbus

Members Not Attending

Danny Blackmon, Georgetown-Quitman	Jeff McCarter, Randolph
Eugene Cason, Dooly	Kenneth Sumpter, Fort Gaines
Greg Dominey, Schley	Larry Sparks, Talbot County
Jayson Griffin, Macon	Richard McCorkle, Marion
Joshua Deriso, Cordele	Skip Henderson, Columbus

Others Present

Natalie Bradley, Flint Energies	Chloe Landreth, New Horizons Behavior Health
Brenda Williams, Senator Warnock's Office	Kenny Riner, Chattahoochee County
Kelvin Lewis, Macon	Tom Horn, Columbus Water Works
Rayetta Volley, Sumter	Hunter Singleton, Clay County
Vicki Wainwright, Butler	Diadra Powell, Americus City Manager
Laura Gower, Congressman Ferguson's Office	Bill Twomey, County Consulting Services Director
Toyia Tucker, Columbus City Council	Martha Ann Todd, Columbus Technical College
Anita Morena, Flint Energies	Cathy Williams, NeighborWorks & GDOT
Connie Harris, Marion County	Lisa Fort, Friends of Providence Canyon
Clark Harrell, Crisp County	Cindy Trojak, Friends of Providence Canyon
Nicole Acree, Taylor County Development Authority	

RVRC Staff Attending

Jim Livingston, Executive Director
 Katie Howard, AAA Director
 Rick Morris, Director of Planning and Govt. Services
 John Morgan, Regional Planner
 Merri Spence, Executive Secretary
 Tammy Collins, Finance Officer
 Allison Slocum, Assistant Director of Planning

Blaine Hoskins, Planning
 Emily Chambers, Finance Officer
 Laura Schneider, Planning
 Tracie Hadaway, Planning
 Camille Bielby, Planning
 John Morgan, Planning

WELCOME AND RECOGNITION OF VISITORS

Jerry “Pops” Barnes, Muscogee, RVRC Chair, brought the meeting to order and welcomed visitors. Secretary Carvel Lewis led the council in prayer and Vice-Chair Tameka Harris, Taylor County lead the council in the Pledge of Allegiance.

APPROVAL OF APRIL MINUTES*

The council reviewed the April 26, 2023 meeting minutes which were emailed to members the previous week for their review. The minutes were also included in the council packets that were available at the meeting. There being no additions or changes, Chair Barnes asked for a motion to approve the minutes. The motion was made by Darrell Holbrook, Webster County and seconded by Albert King, Vienna.

APPROVAL OF MAY MINUTES*

The council reviewed the May 24, 2023 meeting minutes which were emailed to members the previous week for their review. The minutes were also included in the council packets that were available at the meeting. There being no additions or changes, Chair Barnes asked for a motion to approve the minutes. The motion was made by Bruce Hill, Oglethorpe and seconded by Melvin Crimes, Webster County.

REPORT OF NOMINATING COMMITTEE*

Chair Barnes gave a report of the Nominating Committee that met on June 15 and was comprised of Terrell Hudson, Dooly County; Jerry “Pops” Barnes, Muscogee County; Carvel Lewis, Georgetown-Quitman County; Tameka Harris, Taylor County; and Dick Dowdy, Crisp County. The officers that were selected by the nominating committee are Carvel Lewis, Chairman; Dick Dowdy, Vice-Chair and Tameka Harris, Secretary. Also selected were members of the Executive Committee: Elected were Terrell Hudson, Dooly County; Randy Howard, Sumter County; Toyia Tucker, Columbus; Charles Coffey, Chattahoochee County; Carvel Lewis, Dick Dowdy and Tameka Harris.

Chair Barnes asked for a motion to approve the report of the Nominating Committee for a slate of officers for RVRC to include Carvel Lewis, Dick Dowdy and Tameka Harris. The motion was made by Chip Jones, Stewart County and seconded by Joe Lee Williams, Stewart County. The motion passed unanimously.

Chair Barnes asked for a motion to approve the report of the Nominating Committee for the Executive Committee selected Officials to include Terrell Hudson, Randy Howard, Toyia Tucker, Charles Coffey, Carvel Lewis, Dick Dowdy and Tameka Harris. The motion was made by Tony Lamar, Talbotton and seconded by Ransom Farley, Hamilton. The motion passed with no opposition.

REVIEW AND APPROVAL OF FISCAL YEAR 2024 CALENDAR*

Jim Livingston, RVRC Executive Director, presented the River Valley Regional Council Calendar for FY 24. Jim said the meetings will continue to be in Buena Vista at 10:30 a.m. on the 4th Wednesday of each month with the exception of July and November. The November and December meeting will be combined and held on December 6th and May is the Legislative Luncheon. Chair Barnes asked for a motion to approve the FY 24 Calendar. The motion was made by Terrell Hudson, Dooly County and seconded by Charles Coffey, Chattahoochee County. The motion passed with no opposition.

Chattahoochee | Clay | Crisp | Dooly | Harris | Macon | Marion | Muscogee
 Quitman | Randolph | Schley | Stewart | Sumter | Talbot | Taylor | Webster

July 2023 - No meeting will be held in July.
 August 23, 2023
 September 27, 2023
 October 25, 2023
 December 6, 2023
 January 24, 2024

February 28, 2024
 March 27, 2024
 April 24, 2024
 May 22, 2024 - Legislative Lunch
 June 26, 2024

APPROVAL UPDATE OF REVOLVING LOAN FUND PLAN*

Jim Livingston explained that the Revolving Loan Fund Plan is an existing document and plan that we've had since we started the Revolving Loan Fund. Our Revolving Loan Fund comes from two sources. One is the USDA and the other is the Economic Development Administration. The review was requested by EDA to make sure we are up to date with current regulations. This review also gave us the opportunity to evaluate our plan and to think through how we get our prospects. Jim shared that the update in the council packet has a few minor changes based on new federal regulations. The Revolving Loan Fund Committee is made up of our Executive Committee as well as our bankers, Jason Griffin and Doug Ethridge. Chair Barnes asked for a motion to approve the Revolving Loan Fund plan update. Darrell Holbrook, Webster County made the motion to accept the update to the Revolving Loan Fund Plan and Melvin Crimes, Webster County seconded the motion. The motion passed with no opposition.

UPDATE ON EPA BROWNFIELD PROJECT

Jim Livingston introduced Jason Cooper with Terracon to talk about EPA Brownfield project. Jim explained the Brownfield and the number of projects we've been working on in the region for the past few years. Jim explained that it took a while to secure funding from the EPA to do a Brownfield assessment of a coalition of four counties in the eastern part of our region. The four counties are Sumter, Macon, Dooly and Crisp Counties. The Economic Development professionals have been a part of the River Valley Brownfield Alliance to help guide this project.

Jason Cooper presented a slideshow that explained Brownfields and reviewed the projects the RVRC and Terracon have been working on. This slideshow will be emailed to the Council.

UPDATE ON RIVER VALLEY TRANSPORTATION ALLIANCE FOR BIPARTISAN INFRA-STRUCTURE LAW

Jim Livingston presented an update on the River Valley Transportation Alliance and efforts to use our local TIA funds to attract Bipartisan Infrastructure funding from Washington. RVRC has contracted with WSP, a national planning and engineering firm with connections to GDOT and Federal Highway Administration. WSP will help identify suitable grants for the region and help structure the partnerships necessary to apply for and administer federal funding. We still anticipate using local TIA funds for any required grant match and will promote the success of the TIA-2 process to identify suitable projects. GDOT may now administer funds if awarded.

APPROVE FISCAL YEAR 2024 BUDGET*

The FY 24 Budget Version One is presented with the Executive Committee's recommendation for approval by the full council. The budget projects a \$44,046 increase in fund balance in the General Fund, as well as a \$13,772 increase in net position in the Enterprise Funds, for a total increase of about \$58,000 in the coming fiscal year. The budget accounts for a three percent cost of living increase for all employees and includes all contract revenues that are known and certain to materialize. Chair Barnes asked for a motion to approve the FY 24 Budget. The motion was made by Darrell Holbrook, Webster County and seconded by Albert King, Vienna. The motion passed with no opposition.

STAFF REPORTS

Emily Chambers, Finance Officer reported through April of this fiscal year, the RVRC has had an increase in fund balance in the governmental funds of approximately \$113, 000, giving us unassigned fund balance in the General Fund of \$1,126,000. Cash on hand on April 30 in governmental funds was \$560,000. The loan funds had a decrease in net

Chattahoochee | Clay | Crisp | Dooly | Harris | Macon | Marion | Muscogee
 Quitman | Randolph | Schley | Stewart | Sumter | Talbot | Taylor | Webster

position of \$38,000 and total net position of \$2,000,000. Total operating expenses for FY 23 appear to be within or under budget.

Katie Howard AAA Director reported The Area Agency on Aging is beginning Senior Farmers Market season next week. We will be holding markets in every county. Anyone who knows an eligible senior is asked to contact their local senior center to get an application. The AAA recently closed out a contract with the West Central GA Health Department to purchase and equip a mobile unit to provide vaccinations in the region. The Dementia Care Specialist has completed several trainings and certifications and is working with the Health Department to provide Virtual Dementia Tours for all their staff. Evidence Based Programs were also discussed as well as the benefits of these programs.

Rick Morris, Director of Planning and Govt. reported the Carl Vincent Institute of Government completed the River Valley Compatible Community Development Plan and it's now under review by The Department of Defense. Talbot County's DRI Comment Period deadline is July 7, 2023. In Environmental Planning, the BMP (Best Management Practices) installations are scheduled to take place in July and August for the Pataula Creek Watershed, and for Stewart, Quitman, Randolph and Clay counties. Michael Murray in Transportation secured rides for over 300 Senior Citizens from the region to attend the annual Senior Picnic at Middle Flint Council on Aging. And lastly, planning and government services staff are working on 23 grant projects.

ADJOURN

As there was no further business, Chair Barnes requested a motion for the meeting to be adjourned. Motion was made by Darrell Holbrook, Webster County and seconded by Melvin Crimes, Webster County. The meeting was adjourned.

August 23, 2023

Carvel Lewis, Chair

Tameka Harris, Secretary

Chattahoochee | Clay | Crisp | Dooly | Harris | Macon | Marion | Muscogee
Quitman | Randolph | Schley | Stewart | Sumter | Talbot | Taylor | Webster

File Attachments for Item:

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

COLUMBUS IRONWORKS CONVENTION & TRADE CENTER AUTHORITY:

Jonathan Payne

(Mayor's Appointment)

Eligible to succeed

Term Expires: October 24, 2023

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

Women: 1

Senatorial District 15: 1

Senatorial District 29: 4

PUBLIC SAFETY ADVISORY COMMISSION:

Charles A. McClure, Jr.

(Mayor's Appointment)

Eligible to succeed

Term Expires: October 31, 2023

COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

ANIMAL CONTROL ADVISORY BOARD: Ms. Lori Turner was nominated to serve another term of office. *(Councilor Davis's nominee)* Term expires: October 15, 2025

BOARD OF HONOR: Mr. David Ebron was nominated to serve another term of office. *(Councilor Huff's nominee)* Term expires: October 31, 2027

LAND BANK AUTHORITY: Ms. Alston Auten was nominated to fill the unexpired term of Ms. Lauren Chambers. *(Councilor Begly's nominee)* Term expires: October 31, 2026

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Ms. Gloria Strode was nominated to serve as a member on the newly created board. *(Councilor Crabb's nominee)* Term Expires: August 14, 2025

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Ms. Arreasha Z. Lawrence was nominated to serve as a member on the newly created board. *(Councilor Begly's nominee)* Term Expires: August 14, 2025

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Mr. Cletus Richardson was nominated to serve as a member on the newly created board. *(Mayor Pro Tem Allen's nominee)* Term Expires: August 14, 2025

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Ms. Carolyn Star-Ross was nominated to serve as a member on the newly created board. *(Councilor Barnes's nominee)* Term Expires: August 14, 2026

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Mr. Terrance Flowers was nominated to serve as a member on the newly created board. *(Councilor Tucker's nominee)* Term Expires: August 14, 2026

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Mr. Fernando Verdree was nominated to serve as the Certified Public Accountant (CPA) member on the newly created board. *(Councilor Huff's nominee)* Term Expires: August 14, 2026

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Mr. Arsburn “Oz” Roberts was nominated as the Civic Center Director’s recommendation to serve as a member on the newly created board. *(Civic Center Director’s nominee)* Term Expires: August 14, 2027

COUNCIL APPOINTMENT- VOTE TABULATION:

CRIME PREVENTION BOARD:

Patricia Flora

Open for Nominations

Senatorial District 29 Rep.

(Council’s Appointment)

(passed away)

Term Expires: March 31, 2025

Councilor Tucker has nominated Ms. Erika Cottingham.

Councilor Davis is nominating Mr. Marty Wynn.

The term is a three-year term. Board meets every February, April, July and November.

Women: 2

Senatorial District 15: 2

Senatorial District 29: 4

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

ANIMAL CONTROL ADVISORY BOARD:

Jayne Dunn

Not Eligible to succeed

Term Expires: October 15, 2023

Open for Nominations

(Council's Appointment)

The term is two years. Board meets as needed.

Women: 8

Senatorial District 15: 2

Senatorial District 29: 5

BOARD OF HONOR:

Bob Hydrick

(passed away)

Term Expired: October 31, 2022

Open for Nominations

(Council's Appointment)

All of the members serving on this board must be former elected officials of Muscogee County.

This is a four-year term. Board meets as needed.

Women: 3

Senatorial District 15: 4

Senatorial District 29: 2

COLUMBUS GOLF COURSE AUTHORITY:

Stephanie Callahan

Seat declared vacant

Term Expires: June 30, 2026

Open for Nominations

(Council's Appointment)

The term is four years. Board meets monthly.

Women: 0

Senatorial District 15: 3

Senatorial District 29: 5

LAND BANK AUTHORITY:

Lance Hemmings

Not Eligible to succeed

Term Expires: October 31, 2023

Open for Nominations

(Council's Appointment)

Councilor Tucker is nominating Ms. Jackie Leonard to succeed Mr. Lance Hemmings.

The term is four years. Board meets monthly.

Women: 3

Senatorial District 15: 4

Senatorial District 29: 2

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:

New Member

Term Expires: August 14, 2027

Open for Nominations

(Council's Appointment)

New Member

Term Expires: August 14, 2027

Civic Center Dir. Rec

(Council's Confirmation)

The terms are four-years.

Councilor Huff has nominated Ms. Ku'Wonna Ingram and the Civic Center Director is recommending Ms. Delois Carr.

**Columbus Consolidated Government
Board Appointments – Action Requested**

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

A. COLUMBUS IRONWORKS CONVENTION & TRADE CENTER AUTHORITY:

Jonathan Payne

(Mayor’s Appointment)

Eligible to succeed

Term Expires: October 24, 2023

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

Women: 1

Senatorial District 15: 1

Senatorial District 29: 4

B. PUBLIC SAFETY ADVISORY COMMISSION:

Charles A. McClure, Jr.

(Mayor’s Appointment)

Eligible to succeed

Term Expires: October 31, 2023

4. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

A. ANIMAL CONTROL ADVISORY BOARD: Ms. Lori Turner was nominated to serve another term of office. *(Councilor Davis’ nominee)* Term expires: October 15, 2025

B. BOARD OF HONOR: Mr. David Ebron was nominated to serve another term of office. *(Councilor Huff’s nominee)* Term expires: October 31, 2027

C. LAND BANK AUTHORITY: Ms. Alston Auten was nominated to fill the unexpired term of Ms. Lauren Chambers. *(Councilor Begly’s nominee)* Term expires: October 31, 2026

D. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Ms. Gloria Strode was nominated to serve as a member on the newly created board. (*Councilor Crabb's nominee*) Term Expires: August 14, 2025

E. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Ms. Arreasha Z. Lawrence was nominated to serve as a member on the newly created board. (*Councilor Begly's nominee*) Term Expires: August 14, 2025

F. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Mr. Cletus Richardson was nominated to serve as a member on the newly created board. (*Mayor Pro Tem Allen's nominee*) Term Expires: August 14, 2025

G. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Ms. Carolyn Star-Ross was nominated to serve as a member on the newly created board. (*Councilor Barnes' nominee*) Term Expires: August 14, 2026

H. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Mr. Terrance Flowers was nominated to serve as a member on the newly created board. (*Councilor Tucker's nominee*) Term Expires: August 14, 2026

I. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Mr. Fernando Verdree was nominated to serve as the Certified Public Accountant (CPA) member on the newly created board. (*Councilor Huff's nominee*) Term Expires: August 14, 2026

J. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY

BOARD: Mr. Arsburn "Oz" Roberts was nominated as the Civic Center Director's recommendation to serve as a member on the newly created board. (*Civic Center Director's nominee*) Term Expires: August 14, 2027

5. COUNCIL APPOINTMENT- VOTE TABULATION:**A. CRIME PREVENTION BOARD:**

Patricia Flora

Senatorial District 29 Rep.

(*passed away*)

Term Expires: March 31, 2025

Open for Nominations

(Council's Appointment)

Councilor Tucker has nominated Ms. Erika Cottingham.

Councilor Davis is nominating Mr. Marty Wynn.

The term is a three-year term. Board meets every February, April, July and November.

Women: 2

Senatorial District 15: 2

Senatorial District 29: 4

6. **COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:**

A. ANIMAL CONTROL ADVISORY BOARD:

Jayne Dunn

Not Eligible to succeed

Term Expires: October 15, 2023

Open for Nominations
(Council's Appointment)

The term is two years. Board meets as needed.

Women: 8

Senatorial District 15: 2

Senatorial District 29: 5

B. BOARD OF HONOR:

Bob Hydrick

(passed away)

Term Expired: October 31, 2022

Open for Nominations
(Council's Appointment)

All of the members serving on this board must be former elected officials of Muscogee County.

This is a four-year term. Board meets as needed.

Women: 3

Senatorial District 15: 4

Senatorial District 29: 2

C. COLUMBUS GOLF COURSE AUTHORITY:**Stephanie Callahan***Seat declared vacant*

Term Expires: June 30, 2026

Open for Nominations
(Council's Appointment)*The term is four years. Board meets monthly.***Women: 0****Senatorial District 15: 3****Senatorial District 29: 5****D. LAND BANK AUTHORITY:****Lance Hemmings***Not Eligible to succeed*

Term Expires: October 31, 2023

Open for Nominations
(Council's Appointment)**Councilor Tucker is nominating Ms. Jackie Leonard to succeed Mr. Lance Hemmings.***The term is four years. Board meets monthly.***Women: 3****Senatorial District 15: 4****Senatorial District 29: 2****E. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:****New Member**

Term Expires: August 14, 2027

Open for Nominations
(Council's Appointment)**New Member**

Term Expires: August 14, 2027

Civic Center Dir. Rec
(Council's Confirmation)

The terms are four-years.

Councilor Huff has nominated Ms. Ku’Wonna Ingram and the Civic Center Director is recommending Ms. Delois Carr.

File Attachments for Item:

A. Hospital Authority of Columbus (Council Nomination/Authority Selection)

BOARDS, COMMISSIONS & AUTHORITIES

Hospital Authority of Columbus: This board is responsible for the operation of Muscogee Manor and Highland House nursing homes. It has nine members. The Columbus Council makes three nominations for each vacancy. The authority itself fills the vacancies from the Council's nominees. The terms are three years. (O.C.G.A. Sec 31-7-72 and Columbus Charter, Sec. 4-621) (Ordinance No. 11-23 removes the limitation of two full consecutive terms for this authority.) The Hospital Authority Bylaws allows for three consecutive terms.

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Warner Kennon, Jr. (SD-29)	11/14/2023	Council/Authority
Jennings Chester (SD-15)	11/14/2023	Council/Authority
Sarah Banks-Lang (SD-15)	11/14/2023	Council/Authority
Dr. John Kingsbury (SD-15)	11/14/2024	Council /Authority
Mike Welch (SD-29)	11/14/2024	Council/Authority
Ernest Smallman, IV (SD-15)	11/14/2024	Council/Authority
Charles K. Hecht, III (SD-15)	11/14/2025	Council/Authority
Cynthia Williams Jordan (SD-15)	11/14/2025	Council/Authority
Betty Tatum (SD-15)	11/14/2025	Council/Authority
Samuel Frank Morast (SD-15)	n/a	Administrator (Treasure of Authority)

Expiring Term(s):

The terms of office for Warner Kennon, Jr., Jennings Chester, and Sarah Banks-Lang will expire on November 14, 2023. These are three (3) year terms with an expiration date of November 14, 2026. All three members: Mr. Kennon, Mr. Chester and Ms. Banks-Langs are eligible to serve another term.

Note: Ordinance No. 11-23 removes the limitation of two full consecutive terms for this authority.

File Attachments for Item:

B. Housing Authority of Columbus (Mayor's Appointment)

BOARDS, COMMISSIONS & AUTHORITIES

Housing Authority of Columbus: This board is responsible for all public housing projects. It is also, in conjunction with the Department of Community Development, responsible for the various urban renewal projects. It has seven (7) members, all of which are appointed exclusively by the Mayor. (Ga Laws, 1937, Page 210 and Columbus Charter, Sec. 4-620) (Increased by one member approved by Res. No. 444-99 pursuant to O.C.G.A. Sec. 8-3-50 appoint a Resident Advisory Board Member). These are five (5) year terms, with the exception of the Resident Position which is a one (1) year term. (Ordinance No. 11-23 removes the limitation of two full consecutive terms for this authority.)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Tiffani Stacy	11/16/2023	Mayor (Resident Position)
Linda Hadley (SD-29)	04/30/2024	Mayor
John F. Greenman	04/30/2025	Mayor
Larry Cardin (SD-29)	04/30/2026	Mayor
John Sheftall (SD-15)	04/30/2026	Mayor
Jeanella Pendleton (SD-29)	04/30/2027	Mayor
Ryan Clements (SD-15)	04/30/2028	Mayor

Expiring Term(s):

The term of office for Tiffani Stacy will expire on November 16, 2023 in the Resident Position. This is a one (1) year term with the new term expiring on November 17, 2024. Ms. Stacy is eligible to succeed herself.