Council Members

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

Clerk of Council Sandra T. Davis



Columbus Convention & Trade Center 801 Front Avenue, South Hall Columbus, Georgia 31901

March 30, 2021 9:00 AM Consent Agenda / Work Session

CONSENT AGENDA/WORK SESSION

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

<u>INVOCATION</u>: Offered by Pastor Rob Strickland at Highland Community Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the March 23, 2021 Council Meeting.

UPDATE:

2. An update on COVID-19

CONSENT AGENDA

ORDINANCES

2nd Reading- REZN-07-20-2104- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to rezone certain properties located at the following addresses from SFR1 (Single Family Residential 1) and NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions: 4947,4951, 4955, 4959,4963, 4967, 4950, 4946, and 4942 Dekalb Drive; 4333,4339,4343,4347,4353,4357, and 4361 Hancock Road; and 8740, 8732, 8724, 8716, and 8708 Veterans Parkway. (Mayor Pro Tem) (As amended)

- 2. 2nd Reading: REZN-01-21-0125- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2925 Manchester Expressway (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District. (Councilor Crabb)
- **3. 2nd Reading:** REZN-01-21-3244- An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1 and amend Chapter 13 Definitions.

RESOLUTION

4. Uptown Tax Allocation District Fund Grant – RAM Broad Street, LLC Development Agreement

Approval is requested to authorize the City Manager to enter into an agreement with RAM Broad Street, LLC to provide Uptown Tax Allocation District (TAD) Funds to support the conversion of an existing alleyway adjacent to the new AC Marriott hotel into an interactive space for pedestrian traffic between Broadway and Front Avenue.

WORK SESSION AGENDA

- I. RAM Broad Street LLC TAD Agreement Update Rick Jones, Planning Director
- II. Columbus Visitor's Bureau Update Peter Bowden, CEO
- III. Uptown Columbus Update Ed Wolverton, President & CEO
- IV. George Washington Carver Victory Garden & Farm: Growing Hope and Reclaiming Our Community Ronzell Buckner and Irene Shaver
- V. Consolidated Plan Update Rob Scott, Community Reinvestment Director
- VI. TSPLOST Update Rick Jones, Planning Director
- VII. SPLOST Update Pam Hodge, Deputy City Manager

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 March 23, 2021 Council Meeting.

COUNCIL OF COLUMBUS, GEORGIA

CITY COUNCIL MEETING MINUTES

Columbus Convention & Trade Center 801 Front Avenue, South Hall Columbus, Georgia 31901

March 23, 2021 5:30 PM Regular Meeting

MAYOR'S AGENDA

PRESENT: Mayor B. H. "Skip" Henderson, III, Mayor Pro Tem R. Gary Allen and Councilors Jerry "Pops" Barnes, Glenn Davis, R. Walker Garrett, John M. House, Bruce Huff, 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: Councilors Charmaine Crabb and Evelyn "Mimi" Woodson were absent.

The following documents were distributed around the Council table: (1) Internal Audit Report for Marshal's Office; (2) Proposed Amendment for City Attorney Agenda Item #1; (3) City Attorney's Add-On Resolution, Re: Special Election Qualifying Fees; (4) Dragonfly Trail Network Presentation; (5) State of Georgia Rental Assistance Program (GRA) Presentation; (6) Monthly Financial Snapshot (Unaudited) FY2021 – February 2021.

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

INVOCATION: Offered by Rev. Jimmy Elder at First Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the March 9, 2021 Council Meeting. Councilor Tucker made a motion to approve the minutes, seconded by Councilor Barnes and carried unanimously by the seven members present, with Mayor Pro Tem Allen being absent for the vote, and Councilors Crabb and Woodson being absent for the meeting.

UPDATE:

2. An update on COVID-19

Mayor B. H. "Skip" Henderson explained the number of positive cases are improving, despite a brief spike earlier in the week, and the number of hospitalizations have stayed around thirty-five to forty-two. He explained GEMA has set up a mass vaccination site in Columbus, which is one of nine in the State of Georgia, and everyone from the age of sixteen and older will be able to get vaccinated beginning Thursday, March 25, 2021, as directed by the Governor.

<u>VMA Deputy Director Chance Corbitt</u> approached the rostrum and explained the vaccinations are being done in the recreation centers and they will be administered at Peachtree Mall on Saturday, March 27, 2021.

PRESENTATION:

3. Transition Audit of the Marshal's Office. (Presented by John Redmond, Internal Auditor & Compliance Officer)

<u>Internal Auditor John Redmond</u> approached the rostrum to give a presentation on the transition audit conducting on the Marshal's Office during its decommissioning. He explained the department was within budget for the past three years, and he was able to verify the employees, vehicles, other capital assets, weapons, and ammunition. He stated the office was well organized and prepared for the decommissioning of the department.

CITY ATTORNEY'S AGENDA

ORDINANCES

1. 1st Reading- REZN-07-20-2104- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to rezone certain properties located at the following addresses from SFR1 (Single Family Residential 1) and NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions: 4947,4951, 4955, 4959,4963, 4967, 4950, 4946, and 4942 Dekalb Drive; 4333,4339,4343,4347,4353,4357, and 4361 Hancock Road; and 8740, 8732, 8724, 8716, and 8708 Veterans Parkway. (Mayor Pro Tem) (continued on 1st Reading from January 26, 2021 with proposed amendments)

Mayor Pro Tem Allen made a motion for substitution of proposed ordinance, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

Realtor Chris Wightman (Flournoy & Calhoun Realtors) came forward to explain the document provided was agreed upon by the HOA (Home Owners' Association) and the developer involved.

2. 1st Reading: REZN-01-21-0125- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2925 Manchester Expressway (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District. (Councilor Crabb)

<u>Attorney George Mize</u> approached the rostrum to explain the proposed use of the 7.7 acres of land at 2525 Manchester Expressway, formerly the site of Best Buy. He stated the property will be used for a Last Mile Distribution Center.

3. 1st Reading: REZN-01-21-3244- An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1 and amend Chapter 13 – Definitions.

<u>Planning Director Rick Jones</u> approached the rostrum to explain the proposed ordinance, amending the Unified Development. He explained there will be six licenses issued by the State of Georgia to manufacture and grow marijuana for medicinal use.

<u>Councilor R. Walker Garrett</u> requested to be recused from the discussion and vote on this item, due to being an investor in one of the companies applying for the licenses.

Councilor Thomas made a motion to allow Councilor Garrett to recuse from the discussion and vote, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Garrett recusing, and Councilors Crabb and Woodson being absent for the meeting.

RESOLUTIONS

4. Resolution (**076-21**): A resolution authorizing the Columbus Water Works to accept a \$13,300,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem). Councilor Garrett made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

<u>Senior Vice President Alex Hinton (Columbus Water Works, Division of Financial Services)</u> approached the rostrum to explain the three resolutions authorizing the City Manager to sign documents to facilitate various loan transactions for the Columbus Water Works.

<u>City Manager Isaiah Hugley</u> stated the Columbus Consolidated Government is not guaranteeing the loans. He stated the agreement is payable from revenues and rates of the Columbus Water Works and they are required to maintain a reserve and an 1.25% debt coverage.

- **5. Resolution** (077-21): A resolution authorizing the Columbus Water Works to accept a \$24,705,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem). Councilor Garrett made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.
- **6. Resolution** (**078-21**): A resolution authorizing the Columbus Water Works to accept a \$22,439,000 Drinking Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem). Councilor Garrett made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.
- **7. Resolution** (**079-21**): A resolution commending Eleanor White on 65 years of service to Columbus and 30 years of service on the Board of Elections and Registration. (Mayor Pro Tem)

After Mayor Pro Tem Allen read the resolution in its entirety in the presence of family and friends of Ms. Eleanor White, Mayor Pro Tem Allen then made a motion to approve the resolution, seconded by Councilor Davis and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

ADD-ON RESOLUTION:

Resolution (080-21): A resolution establishing the qualifying fee for the special election to be held on June 15, 2021, and for other purposes. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

PUBLIC AGENDA

- 1. Ms. Pat Frey, representing United Way of the Chattahoochee Valley/Home For Good, Re: 2021 Point in Time Count results.
- 2. Ms. Jennifer Le Denney, Re: Public Safety compression pay, Missing Persons with disabilities and GCAL (Georgia Crisis & Access Line).
- 3. Mr. Timothy Carter, Re: The various activities occurring in Carver Park.

<u>Police Chief Freddie Blackmon</u> approached the rostrum to advise that he would be meeting with Mr. Carter to discuss this matter further.

REFERRAL(S):

FOR THE CITY ATTORNEY:

- Request for an ordinance prohibiting dirt bikes and other ATVs in public parks. (Request of Councilor Tucker)
- Request for a round-a-bout at the intersection of Edgewood and Clubview from the TPSLOST. (Request of Councilor Garrett)

CITY MANAGER'S AGENDA

1. Hawks Foundation Grants

Resolution (081-21): A resolution of the Council of Columbus, Georgia, to authorize Parks and Recreation Department to apply for grants available through the Hawks Foundation and Georgia Recreation and Parks Association, to accept any funds if awarded and to amend the Multi-Governmental Fund by the amount of the award. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

Georgia Recreation and Parks Association Grant Funding

Resolution (082-21): A resolution authorizing the Parks and Recreation Department to apply for and if awarded, accept funds from the Georgia Recreation and Park Association New Initiative Grant. Councilor Huff made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

PURCHASES

A. Columbus Dragonfly Trails - Riverwalk to MLK Connector – RFB No. 21-0017

Resolution (083-21): A resolution authorizing the execution of a construction contract with JHC Corporation, Inc. (Peachtree, GA) in the amount of \$2,080,732.09 for a new multiuse trail that will connect the Riverwalk to the Martin Luther King, Jr. Trail. Councilor Garrett made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

Deputy City Manager Pam Hodge came forward to give a presentation on the project, where MLK will be connected to the Riverwalk via the Columbus Dragonfly Trails.

B. Consolidated Plan, Neighborhood Revitalization Strategy Area Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice – RFP No. 21-0019

Resolution (084-21): A resolution authorizing the execution of a contract with Mosaic Community Planning, LLC (Atlanta, GA) to assist the staff of the Community Reinvestment Department with the development of the 2021-2026 Consolidated Plan, 2021-2026 Neighborhood Revitalization Strategy Area Plan, 2021 Annual Action Plan, and the 2021 Analysis of Impediments to Fair Housing Choice, including all narratives, data tables, and other plan elements. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

C. Laboratory Services for Engineering

Resolution (085-21): A resolution authorizing the execution of a five-year contract for laboratory services with Columbus Water Works (Columbus, GA), a Component Unit of Columbus Consolidated Government, for the estimated annual contract amount of \$5,200.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

D. Zero-Turn Mowers for Parks and Recreation – Cooperative Contract

Resolution (086-21): A resolution authorizing the purchase of four (4) Zero-Turn Mowers (John Deere Z915E) from Deere & Company (Cary, NC), at a unit price of \$8,329.86, and a total price of \$33,319.44, by Cooperative Purchase via Sourcewell Contract #062117-DAC. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried

unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

E. Employee Service Award Pins

Resolution (087-21): A resolution authorizing the annual contract for the purchase of Employee Service Award Pins from J Brandt Recognition, LTD (Fort Worth, TX), on an "as needed" basis for the estimated annual contract value of \$6,615.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

F. Speed Limit Feedback Radar Signs (Annual Contract) – RFP No. 21-0003

Resolution (088-21): A resolution authorizing the purchase of speed limit feedback radar signs from All Traffic Solutions (Herndon, VA), Radarsign (Marietta, GA), Temple, Inc. (Decatur, AL), and Transportation Solutions and Lighting (Boca Raton, FL) on an "as needed" basis. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

G. Maintenance, Repair & Operation (MRO), Industrial Supplies and Tools - Cooperative Contract

Resolution (089-21): A resolution authorizing the purchase of maintenance, repair & operations (MRO) industrial supplies and tools from Acuity Specialty d/b/a Zep Manufacturing Company, Inc., Fastenal Company, W.W. Grainger, Inc., MSC Industrial Supply Company, HD Supply, Home Depot, Lowe Electric, Kipper Tool and Miller Hardward via the Georgia Statewide Contract SWC 99999-001-SPD0000181 on an "as needed" basis. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

H. Furniture for the Columbus Fire & Ems Office of Emergency Management & Homeland Security – Cooperative Purchase

Resolution (090-21): A resolution authorizing the purchase of furniture from Office Depot – Workspace Interiors (Austin, TX), in the amount of \$36,465.38, by Cooperative Purchase, via Omnia Partners Contract #R191812. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

I. Recycling Containers for Public Works – Cooperative Purchase

Resolution (091-21): A resolution authorizing the purchase of recycling containers from Wastequip (Statesville, NC), in the amount of \$40,423.00, by Cooperative Purchase via Sourcewell Contract #041217-WQI. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

J. Repair of a CAT D7R Dozer for Public Works

Resolution (092-21): A resolution authorizing the payment to Tractor & Equipment Company (Birmingham, AL), in the amount of \$34,457.79, for the repair of a CAT D7R Dozer, V#10822. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

K. Maintenance Extension for Netapp Network Storage – Cooperative Purchase

Resolution (093-21): A resolution authorizing the purchase of maintenance extension for the Netapp Network Storage, in the amount of \$42,374.93, from CPAK Technology Solutions (LaGrange, GA). The purchase will be accomplished by Cooperative Purchase via Federal GSA Contract #GS-35F-0511T, awarded to EC America, for whom CPAK is an authorized participating dealer. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

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

A. State of Georgia Rental Assistance Program Update - Robert Scott, Community Reinvestment Director

<u>Community Reinvestment Director Robert Scott</u> approached the rostrum to give a presentation on the State of Georgia Rental Assistance Program (GRA), which is being administered by the Georgia Department of Community Affairs. He explained this program would help renters with past due rent and utilities, and both tenants and landlords must apply in order to be considered. He stated the payments include arrearages and future payments of up to three months, up to \$15,000 per household, and may not exceed twelve months.

B. Monthly Finance Update - Angelica Alexander, Finance Director

<u>Finance Director Angelica Alexander</u> came forward to give the monthly finance update for the month of February 2021.

C. Video Update on Distressed/Dilapidated Properties

<u>City Manager Isaiah Hugley</u> introduced the eight minutes video on distressed and dilapidated properties, with will be played on CCG-TV, uploaded to YouTube, and shared on Facebook. He explained the video is to encourage those property owners to bring those properties up to code or remove them by demolition, and if they do not, the City of Columbus will demolish the structures on the property and place a lien on the property to recoup taxpayer dollars.

REFERRAL(S):

FOR THE CITY MANAGER:

- Provide a list of the properties to the members of Council. (*Request of Councilor Garrett*)

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BID ADVERTISEMENT

March 31, 2021

1. Tennis Court Supplies (Annual Contract) – RFB No. 21-0026

Scope of Bid

Columbus Consolidated Government (the City) is requesting bids from qualified vendors to provide tennis court supplies on an "as needed" basis to be utilized by the Parks and Recreation Department.

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

2. Steel Trash Receptacles (Annual Contract) – RFB No. 21-0028

Scope of Bid

Provide steel, 32-gallon trash receptacles to METRA Transit System on an as-needed basis.

The contract term shall be three (3) years.

3. Landfill Scales Maintenance Services (Annual Contract) – RFB No. 21-0024

Scope of Bid

Provide maintenance services and quarterly calibration on stationary motor truck scales in Columbus, Georgia on an "as required" basis. The locations of the scales are Pine Grove MSW Landfill, The Recycling Center MRF, and Granite Bluff Landfill.

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

April 2, 2021

1. Paratransit Mobility Passenger Boarding Systems - RFP No. 21-0032

Scope of Proposal

Columbus Consolidated Government (the City) invites qualified vendors to submit proposals for the provision and installation of Mobility Passenger Boarding Systems. These system(s) will be used daily by the City's public transit agency, METRA Transit System, for the benefit of Passengers in wheelchairs using METRA Transit System's paratransit service.

April 7, 2021

1. Bus Route Signs & Poles – Rebid (Annual Contract) – RFB No. 21-0029

Scope of Bid

Provide bus route signs and poles to METRA Transit System on an as-needed basis.

The contract term shall be three (3) years.

2. Pool Chemicals (Annual Contract) – RFB No. 21-0025

Scope of Bid

Columbus Consolidated Government (the City) is requesting bids from qualified vendors to provide water treatment chemicals to be used in the City's swimming pools on an "as needed" basis to be utilized by the Parks and Recreation Department.

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

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Council Meeting Minutes March 23, 2021

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

- 1. **RESOLUTION (094-21):** A Resolution excusing Councilor Charmaine Crabb from the March 23, 2021 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.
- 2. **RESOLUTION** (095-12): A Resolution cancelling the April 6 and May 2, 2021 Proclamation Sessions. Councilor Garrett made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.
- 3. **EMPLOYEE BENEFITS COMMITTEE:** Memorandum from the Human Resources Director submitting the result of a survey for the Public Safety Representative where Mr. Lance Deaton was selected to serve another term. Mayor Pro Tem Allen made a motion o confirm the reappointment of Lance Deaton to serve as the Public Safety Representative on the Employee Benefits Committee, seconded by Councilor Thomas and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

4. Minutes of the following boards:

Airport Commission, January 27, 2021

Animal Control Advisory Board, February 8, 2021

Board of Tax Assessors, #07-21 and #08-21

Board of Water Commissioners, January 11, 2021

Convention & Visitors Board of Commissioners, February 17, 2021

Development Authority of Columbus, February 4, 2021

Mayor's Commission on Reentry, February 15, 2021

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

ADD-ON RESOLUTION:

Resolution (096-21): A resolution excusing Councilor Evelyn "Mimi" Woodson from the March 23, 2021 Council Meeting. Councilor Garrett made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

BOARD APPOINTMENTS - ACTION REQUESTED

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

A. HOUSING AUTHORITY OF COLUMBUS:

A nominee for the seat of Larry Cardin (*Eligible to serve another term*) on the Housing Authority of Columbus for a term expiring on April 30, 2021 (*Mayor's Appointment*). Mayor Henderson renominated Larry Cardin to serve another term. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting.

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

A. <u>CIVIC CENTER ADVISORY BOARD:</u>

A nominee for the seat of David Cripe (*Eligible to succeed; Does not desire reappointment*) as the District 6 Representative for a term that expired on March 1, 2020 on the Civic Center Advisory Board (*Council District 6- Allen*). There were none.

B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

A nominee for the seat of L. K. Pendleton (*Eligible to succeed; Does not desire reappointment*) as the District 7 Representative for a term that expired on March 27, 2020 on the Community Development Advisory Council (*Council District 7- Woodson*). There were none.

A nominee for the seat of Michael Porter (<u>Not eligible to succeed</u>) as the District 9 Representative for a term that expired on March 27, 2020 on the Community Development Advisory Council (Council District 9- Thomas). There were none.

C. KEEP COLUMBUS BEAUTIFUL COMMISSION:

A nominee for the seat of Warren Wagner (*Resigned*) as the District 5 Representative for a term that expires on June 30, 2021 on the Keep Columbus Beautiful Commission (*Council District 5-Crabb*). There were none.

D. <u>RECREATION ADVISORY BOARD:</u>

A nominee for the seat of John Lawson (*Resigned*) as the District 6 Representative for a term that expired on December 31, 2019 on the Recreation Advisory Board (*Council District 6- Allen*). There were none.

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

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Council Meeting Minutes March 23, 2021

A. BOARD OF ELECTIONS & REGISTRATION:

A nominee for the seat of Eleanor White (*Resigned*) on the Board of Elections & Registration for a term that expires on December 31, 2023 (*Council's Appointment*). Mayor Pro Tem Allen nominated Dr. Edwin Roldan to fill the unexpired term of Eleanor White.

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

A nominee for the seat of Rose Spencer (<u>Not</u> eligible to serve another term) on the Commission on International Relations & Cultural Liaison Encounters (CIRCLE) for a term expiring on March 1, 2021 (Council's Appointment). Clerk of Council Davis stated Councilor Woodson has submitted Marva Barritow to succeed Rose Spencer on CIRCLE.

C. <u>EMPLOYEE BENEFITS COMMITTEE:</u>

A nominee for the seat of Bill Rawn (Withdrew from consideration) serving as the Sworn Officer on the Employee Benefits Committee for a term that expires on April 30, 2021 (Council's Appointment). Mayor Pro Tem Allen nominated Jonathan Kevin Lott to succeed Bill Rawn, as recommended by the Human Resources Department.

D. TREE BOARD:

A nominee for the seat of Frank Tommey (*Not eligible to succeed*) as the Residential Development Member on the Tree Board for a term that expired on December 31, 2020 (*Council's Appointment*). There were none.

A nominee for the seat of Troy Keller (*Not eligible to succeed*) as the Educator Member on the Tree Board for a term that expired on December 31, 2020 (*Council's Appointment*). There were none.

A nominee for the seat of Beverly Kinner (*Not eligible to succeed*) on the Tree Board for a term that expired on December 31, 2020 (*Council's Appointment*). Councilor Tucker nominated Farah Dewsbury to succeed Beverly Kinner on the Tree Board.

PUBLIC AGENDA (continued):

2. Ms. Jennifer Le Denney, Re: Public Safety compression pay, Missing Persons with disabilities and GCAL (Georgia Crisis & Access Line).

DEDICATION CEREMONY:

Councilor Thomas commended Deputy City Manager Lisa Goodwin and all who were involved with the dedication ceremony for the C. E. "Red" McDaniel City Services Center that was held on March 19, 2021.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Garrett to adjourn the March 23, 2021 Regular Meeting, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Crabb and Woodson being absent for the meeting, and the time being 7:37 p.m.

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

File Attachments for Item:

1. 2nd Reading- REZN-07-20-2104- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to rezone certain properties located at the following addresses from SFR1 (Single Family Residential 1) and NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions: 4947,4951, 4955, 4959,4963, 4967, 4950, 4946, and 4942 Dekalb Drive; 4333,4339,4343,4347,4353,4357, and 4361 Hancock Road; and 8740, 8732, 8724, 8716, and 8708 Veterans Parkway. (Mayor Pro Tem) (As amended)

AN ORDINANCE

NO.		

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to rezone certain properties located at the following addresses from SFR1 (Single Family Residential 1) and NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions: 4947,4951, 4955, 4959,4963, 4967, 4950, 4946, and 4942 Dekalb Drive; 4333,4339,4343,4347,4353,4357, and 4361 Hancock Road; and 8740, 8732, 8724, 8716, and 8708 Veterans Parkway.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the properties designated below from SFR1 (Single Family Residential 1) and NC (Neighborhood Commercial) Zoning Districts to GC (General Commercial) Zoning District with conditions.

All those lots, tracts and parcels of land situate, lying and being in Part of Land Lot 265, 266, & 267, 19th District, Columbus, Muscogee County, Georgia, and being known and designated as all of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, & 14, in Block A, and all of lots numbered 4, 5, 6, 7, 8, & 9, in Block B of Clearview subdivision, as shown on a plat known as REVISED PLAT OF CLEARVIEW, SUBDIVISION OF THE PROPERTY OF W.G. STOREY, dated September 1947, made by G.V. Carr and Co., and recorded in Plat Book 4, Page 167, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, to which plat reference is hereby made for a more complete and accurate description.

And

All those lots, tracts and parcels of land situate, lying and being in Part of Land Lot 265, 19th District, Columbus, Muscogee County, Georgia, and being known and designated as all of lots numbered 2, 3, & 4, as shown on a plat known as SUBDIVISION OF THE PROPERTY OF G.C. CARVER, dated April 30, 1946, made by G.V. Carr and Co., and recorded in Plat Book 3, Page 87, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, to which plat reference is hereby made for a more complete and accurate description.

The above-described GC properties are being rezoned subject to the following conditions:

- 1) Office / Storage uses shall only be permitted at 4947 / 4951 / 4955 / 4959 / 4963 / 4967 Dekalb Drive.
- 2) A street berm no less than four (4') feet in height and 20 feet in width with a flat top no less than three (3') feet in width with the requirement of planting trees (8' feet in height minimum) and shrubs as identified in Table 4.5.3 of the Unified Development Ordinance and some type of vine (36" plant spacing) covering all berm slopes shall be installed on those lots identified as 4959/4963/4967 DeKalb Drive opposite the entrance to Maple Ridge.
- 3) Prior to issuance of any permit, the applicant shall contact GDOT to receive confirmation of potential impacts of the widening Veteran Parkway Transportation Invest Act project will have on parcels located along Veterans Parkway.
- 4) Properties located within this development are within the Veterans Parkway Overlay (ORD. 09-17) and shall be subject to its regulations and requirements.
- 5) All developments shall be landscaped, screened, and buffered in accordance with Articles 5 and 6 of Chapter 4 of the Unified Development Ordinance.
- **6**) Sidewalks shall be required, located, and constructed as established under Chapter 7, Article 10, Subsections 7.10.2 and 7.10.3 of the Unified

- Development Ordinance and shall be adjacent to all non-limited access public rights-of-way.
- 7) Gas station pump islands must be mostly obscured from view from the Highway, either through location or by plantings or other methods. Pump islands shall only house gas pumps, windshield cleaning materials, and trash receptacles. Canopies for gas pumps shall have architectural style and detail such as gabled or hip roofs with a three to twelve roof pitch or higher. All support columns shall be brick, brick veneer, or stone construction. Buildings located at establishments selling gasoline shall comply with section 2.5.20.K (Architecture).
- **8**) Retention and detention areas shall be fenced and shall be landscaped and incorporated into the design of the development as an attractive amenity.
- 9) There will be no driveway cuts for this rezoned property permitted along Hancock Rd from Veterans Parkway to Dekalb Drive.
- 10) A street berm no less than four (4') feet in height and twenty (20') feet in width with a flat top no less than three (3') feet in width with the requirement of planting trees (8' feet in height minimum) and shrubs as identified in Table 4.5.3 of the Unified Development Ordinance and some type of vine (36" plant spacing) covering all berm slopes shall be installed on those lots identified as 4333 / 4339 / 4343 / 4347 / 4353 / 4357 / 4351 on Hancock Road on the rezoned property.

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CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-07-20-2104

4951 Dekalb Drive

Applicant: JMC Flatrock Partners

Owner: Reid Furniture Company

Location / Parcel: 4947 Dekalb Drive 790-020-009

 4955 Dekalb Drive
 790-020-011

 4959 Dekalb Drive
 790-020-012

 4963 Dekalb Drive
 790-020-013

 4967 Dekalb Drive
 790-020-014

790-020-010

 4950 Dekalb Drive
 790-030-010

 4946 Dekalb Drive
 790-030-011

 4942 Dekalb Drive
 790-030-012

 4333 Hancock Road
 790-030-002

 4339 Hancock Road
 790-030-003

 4343 Hancock Road
 790-030-004

 4347 Hancock Road
 790-030-005

4353 Hancock Road 790-030-005 4357 Hancock Road 790-030-007

 4361 Hancock Road
 790-030-008

 8740 Veterans Parkway
 790-030-013

 8732 Veterans Parkway
 790-030-014

 8724 Veterans Parkway
 790-030-015

8716 Veterans Parkway 790-030-016 8708 Veterans Parkway 790-030-017

Acreage: 10.19 Acres

Current Zoning Classification: SFR1 (Single Family Residential 1) & NC

(Neighborhood Commercial)

Proposed Zoning Classification: GC (General Commercial)

Current Use of Property: Residential / Vacant Land

Proposed Use of Property: Convienence Store / Office / Storage

Council District: District 6 (Allen)

9) Open storm drainage and detention areas visible from the corridor shall not be fenced, but shall be landscaped and incorporated into the design of the development as an attractive amenity. Wetbottom basins are encouraged.

Fort Benning's Recommendation:

N/A

DRI Recommendation:

N/A

General Land Use:

Inconsistent
Planning Area A

Current Land Use Designation:

Vacant / Undeveloped

Future Land Use Designation:

Neighborhood Commercial

Compatible with Existing Land-Uses:

Yes

Environmental Impacts:

The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.

City Services:

Property is served by all city services.

Traffic Impact:

Average Annual Daily Trips (AADT) will decrease by 155 trips if used for commercial use. The Level of Service (LOS) will remain at level C.

Traffic Engineering:

This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.

Surrounding Zoning:

North South SFR1 (Single Family Residentinal 1) SFR1 (Single Family Residentinal 1)

East

SFR2 (Single Family Residenital 2)

West

RE1 (Residential Estate 1)

Reasonableness of Request:

The request is compatible with existing land uses.

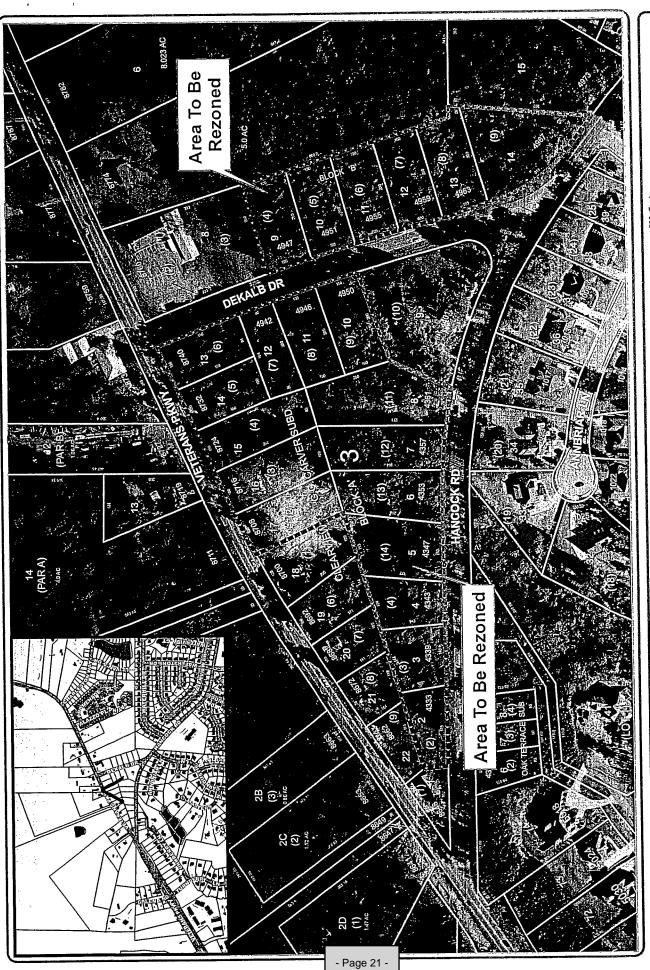
School Impact:

N/A

Buffer Requirement:

The site shall include a Category C buffer along all property lines bordered by the SFR1 zoning district. The 3 options under Category C are:

 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental



Planning Department-Planning Division Prepared By Planning GIS Tech Aerial Map for REZN 07 - 20 - 2104 Map 079 Block 003 Lots 002 - 017

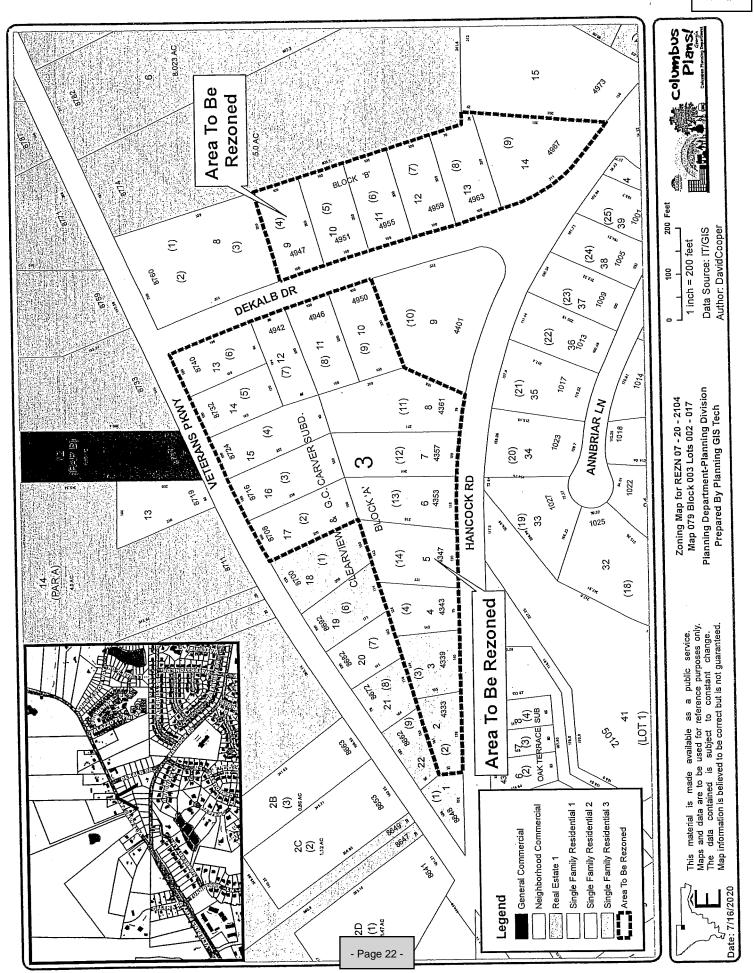
1 inch = 200 feet

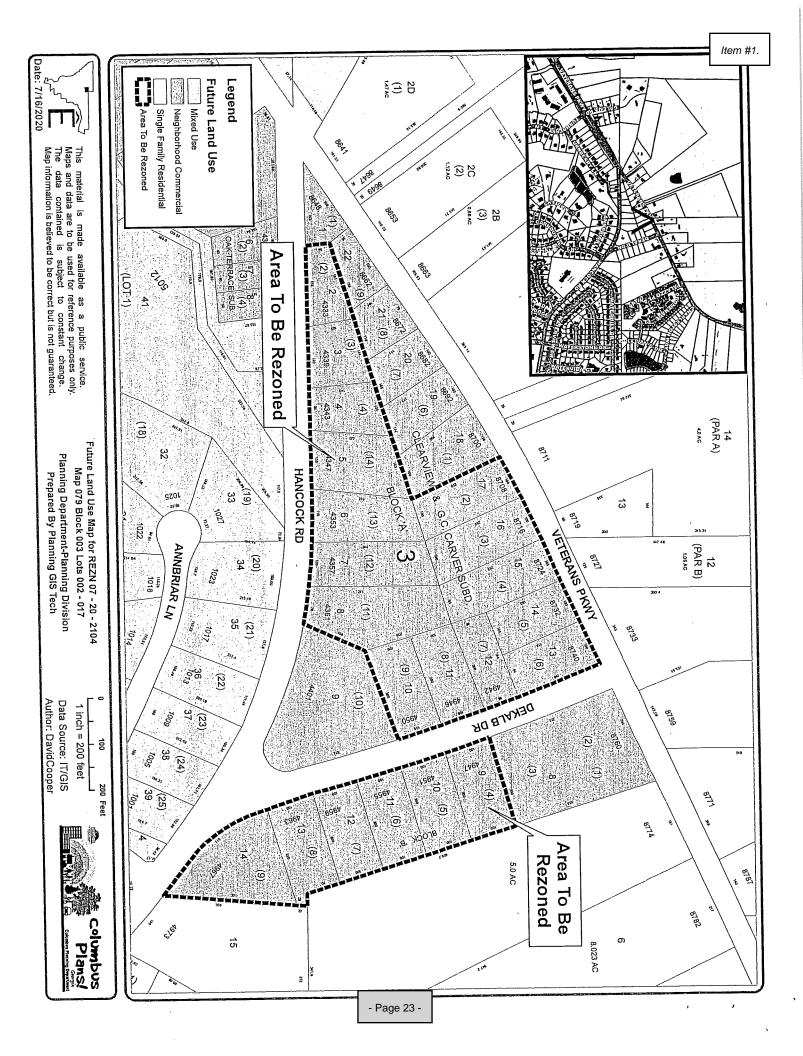
200 Feet

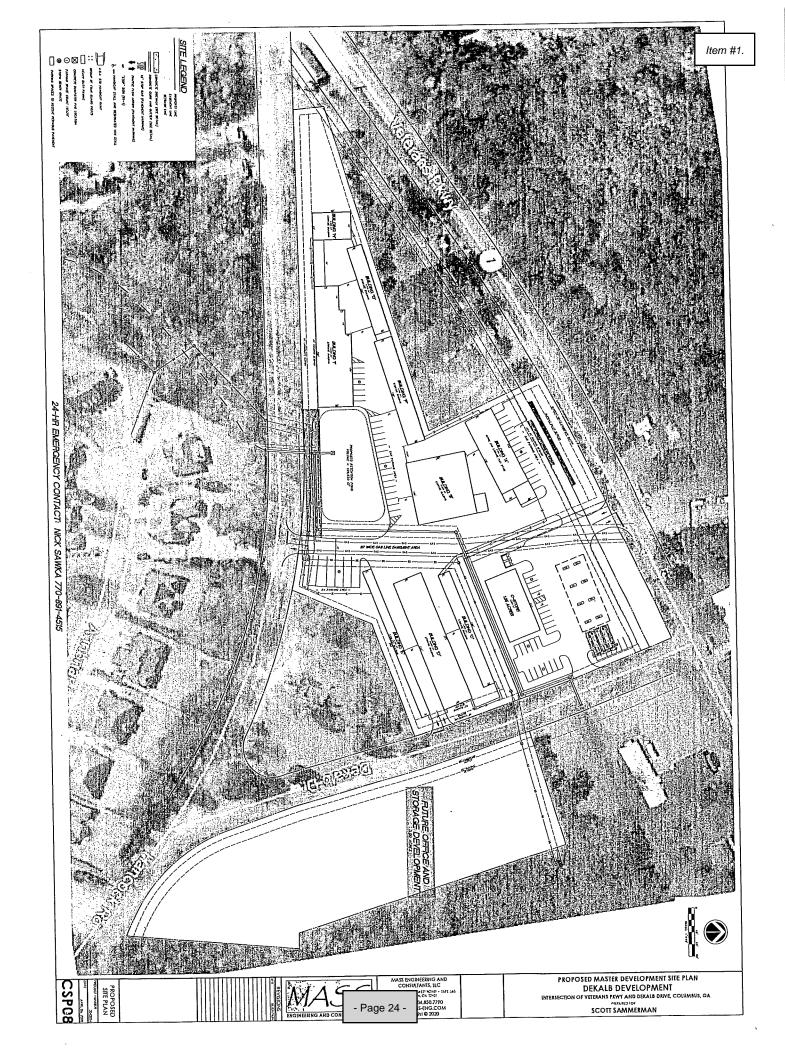
Columbus Plans

Data Source: IT/GIS Author: DavidCooper

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.







Veterans Parkway Overlay District Ordinance

established, except in compliance with the provisions of this Ordinance and the Uniffied clearing or other disturbance of land shall occur, and no building, structure or use shall be a part of this Ordinance. Single-family residential homes are excluded from this ordinance. No shown on the official zoning map and the overlay district map, which is hereby adopted and made I. This Ordinance shall apply to all properties lying within the Veterans Parkway Corridor, as

approximately seventeen (17) acres at each quadrant and can be larger or smaller by mutual to which it pertains, in both directions along the road rights-of-way. The focus area includes area shall be generally limited to a square parcel of land extending 750 feet from the intersection intersecting public road. Unless more specifically shown on the corridor overlay map, a focus Focus areas: An area of land within the Corridor, at the intersection of the Corridor and any other

depth at each intersection, or as shown on the official zoning, land use, or corridor maps. Veterans Parkway (from Williams Road/Moon Road, North to the County Line) with a 750-foot the date of adoption of this ordinance which are located within 750 feet of the right-of-way of Corridor: All lands that are undeveloped and/or any developed lands that are redeveloped after

signage when scaled to the pedestrian and constructed of materials and sizes specified in this landscaping, retention ponds when designed according to the specifications of this Ordinance, Amenity: Pedestrian shelters, gazebos, decorative paving, pathways and sidewalks, trees,

development standards can effectively enhance the City's image as a desirable place to live, work major thoroughfares and roadways that serve as major entrances to the community, where higher 7. Provide greater control over the aesthetic and functional characteristics of development along

atmosphere, reducing glare and noise levels, and promoting an ecological habitat for animal and environment by promoting shade, cooling the air through evaporation, restoring oxygen to the other landscaping material in open space areas, which enhance development of the urban 6. Provide effective transitions between different uses, by planting trees, shrubs, groundcover and

Ordinance and other aesthetic features and characteristics approved by the City.

An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as

to establish an overlay district for Veterans Parkway; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION I.

Article 5 of the Unified Development Ordinance of Columbus, Georgia is hereby amended by

adding a new Section 2.5.20 to read as follows:

Section 2.5.20 Veterans Parkway Overlay District Ordinance

1. Promote and enhance the aesthetic qualities of development within the arterial road corridor of

features are encouraged.

and to concentrate development in focus areas.

does not conflict with access to individual developments or the roadway's primary purpose. Provide safe access by vehicles and pedestrians to destinations in the corridor in a manner that

Provide a quality and sustainable living environment for the citizens of Columbus. Promote the minimization of visual clutter along the City's major roadways.

2. Provide management of the location and intensity of development within the arterial road corridor

Veterans Parkway through the implementation of land use regulations, and within which amenity

Development Ordinance.

agreement of the City and other interested parties.

C. Applicability.

B. Definitions.

The purposes of this section are to:

A. Purpose and Intent.

11-60 · ON

AN ORDINANCE

(8-A-19-Planning Dept)

- Page 25 -

- (D) Medians. Private roads and entrances to developments connecting with the arterial road in the Corridor or serving development in a Focus Area shall include center medians. Such roadway designs will be based upon projected traffic volume and the number of parking spaces. Medians are desired because they improve traffic safety and can be planted to enhance the overall appearance of the Focus Area, as well as provide refuge for pedestrians.
- (E) Sidewalks Sidewalks shall be required, located, and constructed as established under Chapter 7, Article 10, Subsections 7.10.2 and 7.10.3 of the Unified Development Ordinance and shall be adjacent to all non-limited access public rights-of-way.
- (F) Pedestrian Access. Pedestrian access should be provided to individual developments from any sidewalk, unless topography prohibits construction of facilities meeting, Americans with Disabilities Act (ADA) requirements. Where medians are required, pedestrian access shall be provided across the median as approved by the Director of Engineering.
- 2. Retail Developments. For retail developments totaling 200,000 square feet or more of gross leasable leasable area, or uses that result in a building of 100,000 square feet or more of gross leasable area whether by new construction or by expansion of existing uses, such developments shall also comply with the Retail Developments of Community Significance section of this Unified Development Ordinance.
- 3. Utility Location. All new utility lines serving a development constructed after the effective date of this ordinance shall be located underground.
- 4. Landscaping Requirements.
- (A) General. All developments shall be landscaped, screened, and buffered in accordance with Articles 5 and 6 of Chapter 4 of the Unified Development Ordinance except twenty (20) Tree Density Unit (TDU) per acre for all non-residential development shall be required. If the TDU requirement cannot be met, an administrative variance or tree replacement fund may be granted by the City Arborist according to Chapter 4, Articles 5 and 6 of the Unified Development Ordinance.
- (B) A minimum fifteen-foot wide landscaped strip adjacent to all road rights-of-way in non-residential developments shall be provided. Parking, merchandise displays, and off-street loading are prohibited in the landscaped strip.
- (C) A minimum ten-foot wide landscaped strip shall be provided between primary developments and adjacent out parcels in accordance with Section 4.5.8 of the Unified Development Ordinance.
- (D) A minimum of one (1) large-maturing tree per forty (40) linear feet of frontage shall be planted in the fifteen-foot wide landscaped strip as required above. Clustering of trees may be permitted if approved by the City Arborist.
- 5. Parking/Yard, Height and Setback.
- (A) Location of Parking Areas. Buildings should be located at the corner of sites closest to the road intersection, so that the parking areas are screened by the building from view of must be located in a way that is not visually dominant. Parking between buildings and an arterial road is discouraged, but if necessary, requirements of section 2.5.19.E.S. (D) (Screening of Parking Areas) must be met. If parking is located in the side or rear yards, any screening may be clustered and need not cover 100% of frontage.
- (B) Up to 25% of the required parking spaces for any development may be reduced in total area, width, or depth for designated small vehicle parking. Each small vehicle parking space shall not be less than eight feet in width and seventeen (17) feet in depth.
- (C) All nonresidential developments shall meet the at least one of the following requirements:

G. Provisions For Specific Uses.

- 1. Communication Towers. Communication towers shall only be allowed under the provisions for a Concealed Support Structure as defined under the Unified Development Ordinance.
- Fences and Walls. Where provided and where visible from the right of way of a public road, fences and walls shall be composed of iron, stone, masonry, or concrete. Landscaping should be used to minimize or soften the appearance from the public right-of-way. Chain link fencing shall not be permitted except in side or rear yards of residential developments and shall be screened with vegetation to a height of six (6) feet.
- 3. Drive-Through Facilities. Drive-through facilities shall be located to the rear or side of the building and shall not abut an amenity zone or face the Corridor arterial roadway.

H. Gas Station Pump Islands.

Gas station pump islands must be mostly obscured from view from the Highway, either through location or by plantings or other methods. Pump islands shall only house gas pumps, windshield-cleaning materials, and trash receptacles. Canopies for gas pumps shall have architectural style and detail such as gabled or hip roofs with a three to twelve roof pitch or higher. All support columns shall be brick, brick veneer, or stone construction. Buildings located at establishments selling gasoline shall comply with section 2.5.20.K (Architecture). Canopies shall only display logo identification signs. No other advertising is allowed.

I. Outside Display and Storage and Service Areas.

- Exterior storage structures or uses, including the parking or storage of service vehicles, trailers, equipment, containers, crates, pallets, merchandise, materials, fork lifts, trash, recyclables, and all other items shall be permitted only where clearly depicted and labeled on the approved site plan. Such outdoor storage uses and areas shall be appropriately screened as required by this ordinance. The following standards are intended to reduce the impacts of outdoor storage, loading and operations areas on adjacent land uses, and to protect the outdoor area of the subject property.
- Areas for truck parking and loading shall be screened by a combination of structures and evergreen landscaping to minimize visibility from adjacent streets and residential district
- (B) Outdoor storage, loading, and operations shall be attractively screened from adjacent parcels and streets.
- Outdoor storage, trash collection and/or compaction, loading or other such uses shall be located in the rear of the lot. If, because of lot configuration, the Director of Inspections
- (C) Outdoor storage, trash collection and/or compaction, loading of ones such assessant or located in the rear of the lot. If, because of lot configuration, the Director of Inspections and Code determines that such placement is not feasible, then the side yard may be used, but in no case shall such area(s) be open or face the corridor within a minimum of 100 ft from the right-of-way along Veterans Parkway.
- (D) Seasonal merchandise such as Christmas trees, Halloween pumpkins, bedding plants, etc. may be displayed in any outdoor area up to four times per calendar year for a cumulative total not to exceed eight weeks per year.
- (E) Areas for the storage and sale of all other merchandise shall not be located in parking lots, and shall be permanently defined and confined to areas shown on the initial plans submitted for approval to the City.
- (F) No products containing toxic chemicals, such as fertilizers, insecticides, herbicides, cement, etc., shall be stored in any uncovered outside location where they might enter the stormwater drainage system in the event of any spillage, breakage, or tearing of the container.

J. Stormwater Detention Facilities.

Open storm drainage and detention areas visible from the corridor shall not be fenced, but shall be landscaped and incorporated into the design of the development as an attractive amenity. Wet-bottom basins are encouraged.

Veterans Parkway Overlay District Ordinance

Veterans Parkway Overlay District Ordinance

SECTION 2.

- Page 28 -

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

Council Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12th day of May, introduced a second time at a regular meeting of said Council held on the Lorentz of said meeting by the affirmative vote of

Councilor Woodson yoting **VES** gnitov Councilor Pugh Councilor McDaniel voting ABSENT Voting YES Councilor Hunter Councilor Henderson voting YES gnitov Councilor Davis Yoting XE Councilor Barnes voting YES voting YES Councilor Baker Councilor Anthony gnitov Councilor Allen **VES**

B. Washington, Clerk

Jim Wetherington, Mayor

20 09 and became law at said time received This ordinance received, signed by the Mayor at II:35 A. M. on the 29th day of MAY.

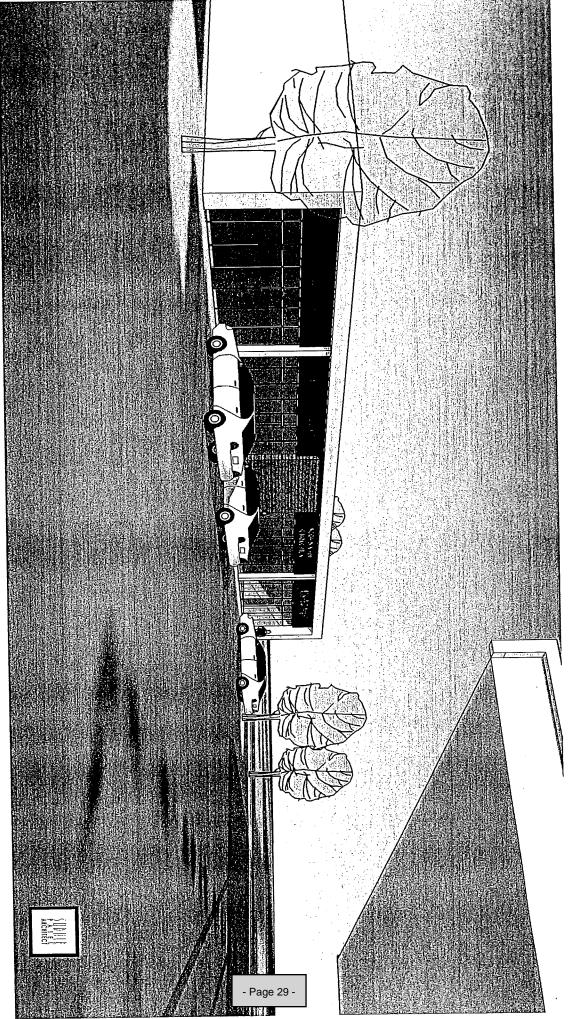
This ordinance submitted to the Mayor to his signature, this eth 28 day 29 0g

26c: 3-505 (1) VAMY 10

Clerk of Council

29c: 3-505(公 Tollowing day. and became effective at U.S.O. noon the

Clerk of Council



File Attachments for Item:

2. 2nd Reading: REZN-01-21-0125- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2925 Manchester Expressway (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District. (Councilor Crabb)

AN ORDINANCE

NO.	
110.	

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2925**Manchester Expressway (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District:

ALL THAT TRACT OR PARCEL of land, lying and being in Land Lots 33, 34, 47 and 48 of the 8th District, Columbus. Muscogee County, Georgia, and being more particularly described as follows:

BEGIN at a concrete monument located at the intersection of the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and the northwestern side of the right-of-way along Manchester Expressway;

Thence leave the intersection of the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and the northwestern side of the right-of-way along Manchester Expressway and continue along the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (I-185, G-6) North 18 degrees 01 minutes 45 seconds West, a distance of 101.20 feet to a concrete monument;

Thence continue along the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) North 14 degrees 40 minutes 25 seconds West, a distance of 204.61 feet to an iron stake, said iron stake being located at the southernmost corner of the property of Columbus Metropolitan Airport;

Thence leave the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and continue along the southeastern property line of Columbus Metropolitan Airport North 50 degrees 00 minutes 15 seconds East, a distance of 806.60 feet to an iron stake, said iron stake being located at the northwestern corner of Peachtree Mall Shopping Center;

Thence continue along the western side of the property line of Peachtree Mall Shopping Center South 00 degrees 56 minutes 38 seconds West, a distance of 844.99 feet to an iron stake, said iron stake being located along the northern side of the right-of-way along Manchester Expressway;

Thence continue along the northern side of the right-of-way along Manchester Expressway South 89 degrees 55 minutes 52 seconds West, a distance of 77.93 feet to an iron stake;

Thence continue along the northern side of the right-of-way along Manchester Expressway North 85 degrees 49 minutes 09 seconds West, a distance of 444.11 feet to a concrete monument, said concrete monument being located at the intersection of the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and the northwestern side of the right-of-way along Manchester Expressway and said concrete monument marking the POINT OF BEGINNING;

Said tract containing 7.681 acres \pm , and being more particularly described on that certain ALTA/ACSM Land Title Survey plat prepared for Best Buy Stores, L.P. by Moon, Meeks, Mason & Vinson, Inc. dated October 22, 2002.

TOGETHER WITH:

All rights and easements contained in that certain Easement Agreement between James W. Wilson Jr. (predecessor in title to Ca1PERS) and the Department of Transportation, dated as of July 10, 1985, and recorded in Deed Book 2485, at Folio 14, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, as transferred by a Page 31-

Transportation in favor of Kinnett Dairies, Inc., dated September 3, 1987, and recorded in Deed Book 2872, at Folio 252 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

TOGETHER WITH:

All rights and easements contained in that certain Easement Agreement between Kinnett Dairies Inc., and the Department of Transportation, dated May 29, 1987, and recorded in Deed Book 3036, at Folio 216 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

2	the Council of Columbus, Georgia held on the 23rd second time at a regular meeting of said Council
•	, 2021 and adopted at said meeting by the
affirmative vote of member	
Councilor Allen	voting
Councilor Barnes	votingvoting
Councilor Crabb	votingvoting
Councilor Davis	voting
Councilor Garrett	voting
Councilor House	voting
Councilor Huff	voting
Councilor Tucker	voting
Councilor Thomas	voting
Councilor Woodson	voting
Sandra T Davis	B. H. "Skip" Henderson, III
Clerk of Council	Mayor



Current Land Use Designation:

Future Land Use Designation:

COUNCIL STAFF REPORT

REZN-01-21-0125

Applicant:	Icarus Alternative Investment
Owner:	Best Buy, LP
Location:	2925 Manchester Expressway
Parcel:	069-008-004 / 022 / 023
Acreage:	7.68 Acres
Current Zoning Classification:	GC (General Commercial)
Proposed Zoning Classification:	LMI (Light Manufacturing / Industrial)
Current Use of Property:	Vacant - Best Buy
Proposed Use of Property:	Fulfillment / Distribution Center
Council District:	District 5 (Crabb)
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:	Inconsistent

Planning Area A

General Commercial

General Commercial

Compatible with Existing Land-Uses: Yes

Environmental Impacts: The property does not lie within the floodway and

floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.

City Services: Property is served by all city services.

Traffic Impact: Average Annual Daily Trips (AADT) will decrease by

126 trips if used for industrial use. The Level of

Service (LOS) will remain at level B.

Traffic Engineering: This site shall meet the Codes and regulations of

the Columbus Consolidated Government for

commercial usage.

Surrounding Zoning: North LMI (Light Manufacturing / Industrial)

South GC (General Commercial)
East GC (General Commercial)

West Interestate-185

Reasonableness of Request: The request is compatible with existing land uses.

School Impact: N/A

Buffer Requirement: N/A

Attitude of Property Owners: Twenty (20) property owners within 300 feet of

the subject properties were notified of the rezoning request. The Planning Department received **no** calls and/or emails regarding the

rezoning.

Approval 0 Responses **Opposition 0** Responses

Additional Information: N/A

Attachments: Aerial Land Use Map

Location Map
Zoning Map

Existing Land Use Map Future Land Use Map

Traffic Report Site Plan



Aerial Map for REZN 01-21-0125 Map 069 Block 008 Lots 004, 022 & 023

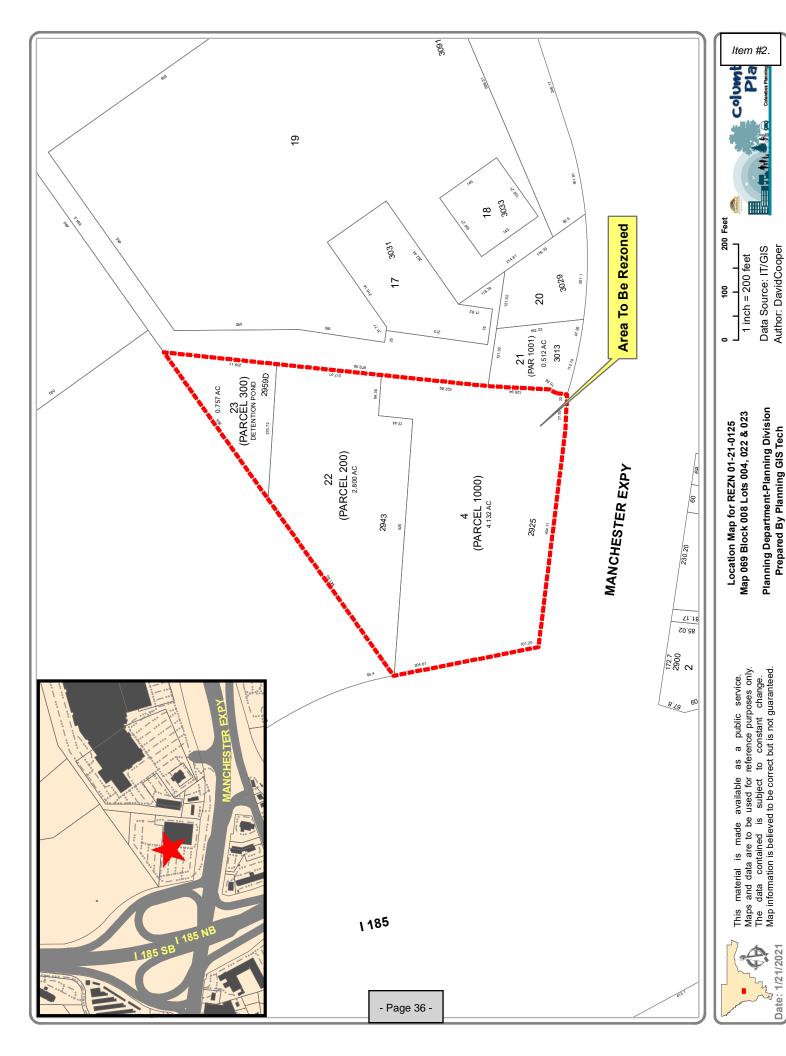
Item #2.

Map uss brock two Lots twa, twz & uzs Planning Department-Planning Division Prepared By Planning GIS Tech

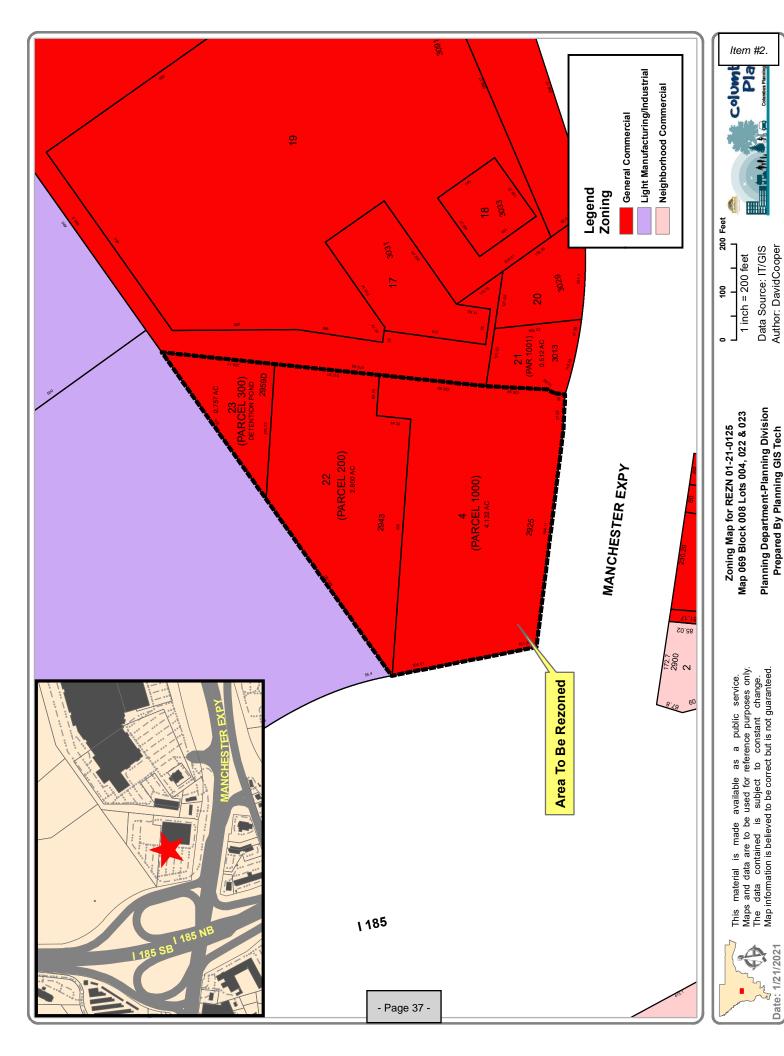
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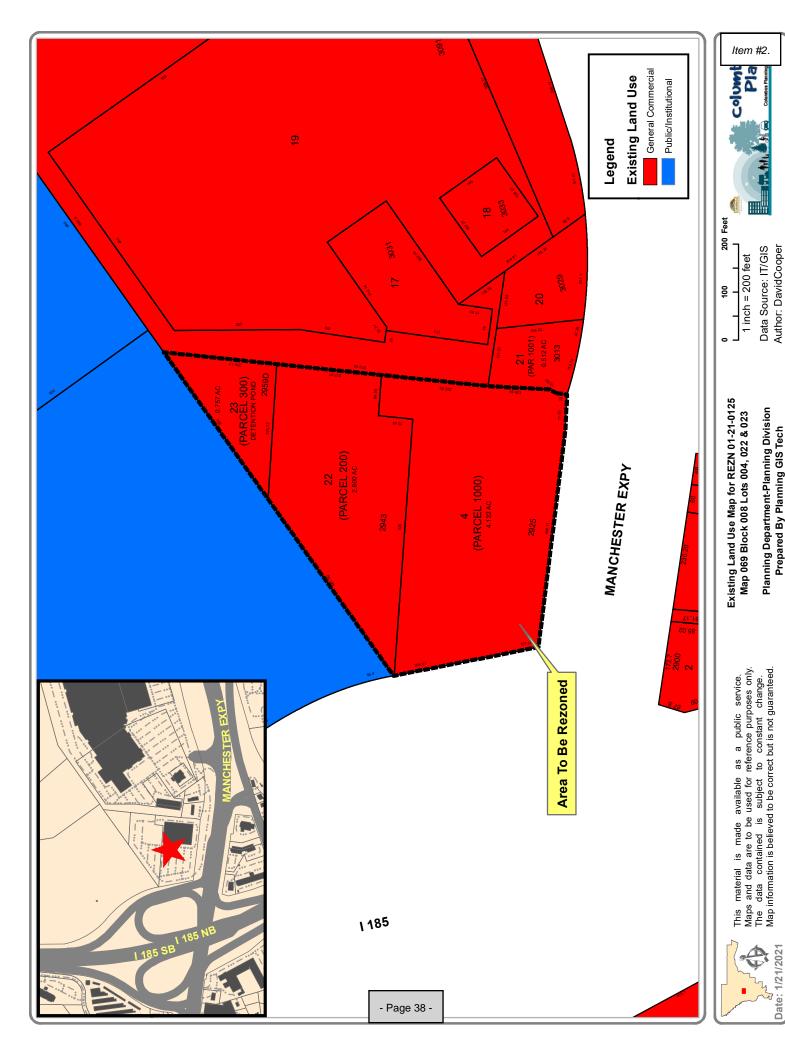
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Author: DavidCooper

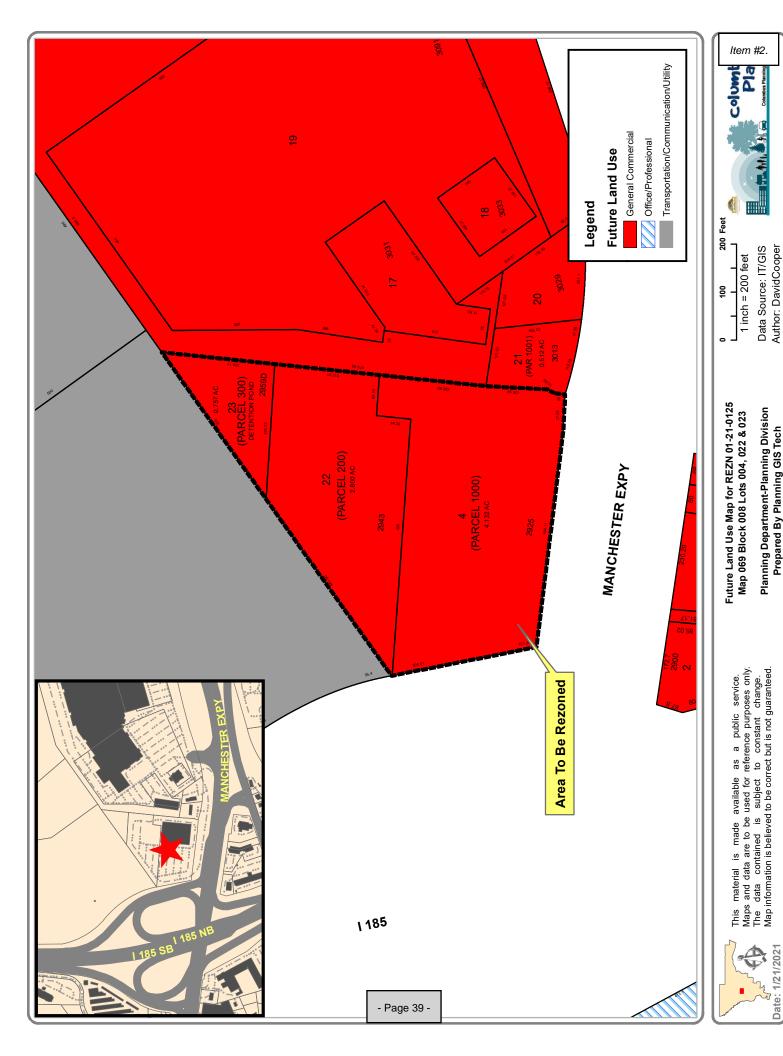


Author: DavidCooper



Author: DavidCooper

Planning Department-Planning Division Prepared By Planning GIS Tech



Author: DavidCooper Data Source: IT/GIS

Planning Department-Planning Division Prepared By Planning GIS Tech

REZONING TRAFFIC ANALYSIS FORM

2925 Manchester Expressway REZN 01-21-0125 ZONING CASE NO. **PROJECT** CLIENT

GC to LMI **REZONING REQUEST**

LAND USE

Light Manufacturing - Industrial - (LMI) GC - Acreage converted to square footage. LMI - Acreage converted to square footage. General Commercial (GC) 814 & 150 Trip Generation Land Use Code* Proposed Land Use Existing Trip Rate Unit **Existing Land Use**

TRIP END CALCULATION*

Proposed Trip Rate Unit

	ITE	ITE Zone				
Land Use	Code	Code Code	Quantity	Trip Rate	Trip Rate Total Trips	
Daily (Existing Zoning)						
Specialty Retail Center	814	29	7.681 Acres	44.32	185	185 Weekday
				42.04		176 Saturday
				20.43		85 Sunday
				Total	446	
Daily (Proposed Zoning)						
Warehousing	150	ΓMI	7.681 Acres	3.56		80 Weekday
				1.23		28 Saturday
				0.78		18 Sunday
				Total	126	

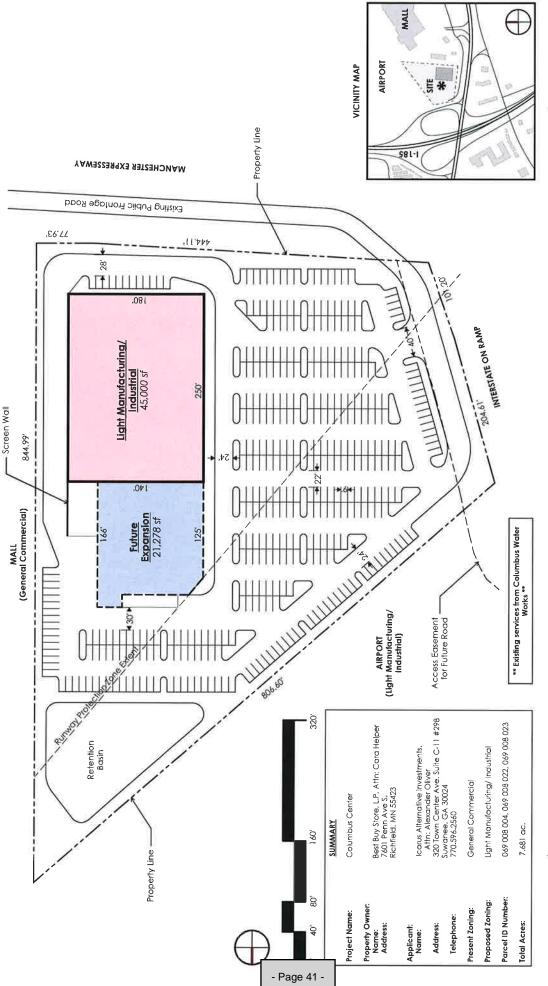
Note: * Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers

TRAFFIC PROJECTIONS

EXISTING ZONING (GC)	
Name of Street	Manchester Expressway
Street Classification	Divided Expressway
No. of Lanes	9
City Traffic Count (2019)	50,700
Existing Level of Service (LOS)**	Э
Additional Traffic due to Existing Zoning	446
Total Projected Traffic (2021)	51,146
Projected Level of Service /LOS)**	C

PROPOSED ZONING (LMI)	
Name of Street	Manchester Expressway
Street Classification	Divided Expressway
No. of Lanes	9
City Traffic Count (2019)	50,700
Existing Level of Service (LOS)**	C
Additional Traffic due to Proposed	126
Total Projected Traffic (2021)	50,826
Projected Level of Service (LOS)**	S

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



Proposed Light Industrial/Manufacturing

I C 🎉 R U S

Scale: 1" = 80'-0" 01.15.2021

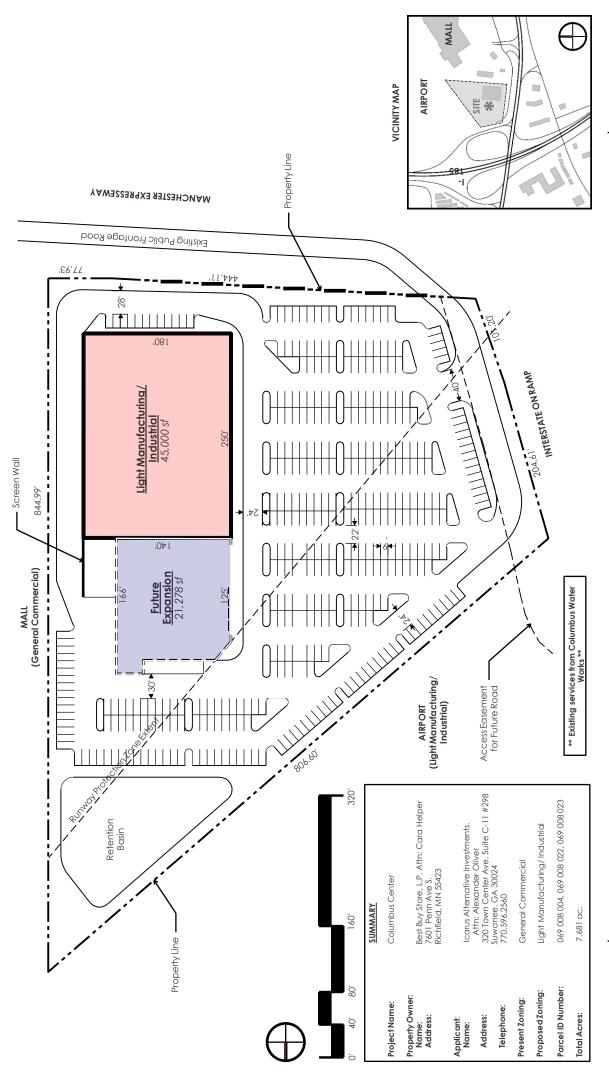
Columbus Center - Site Plan





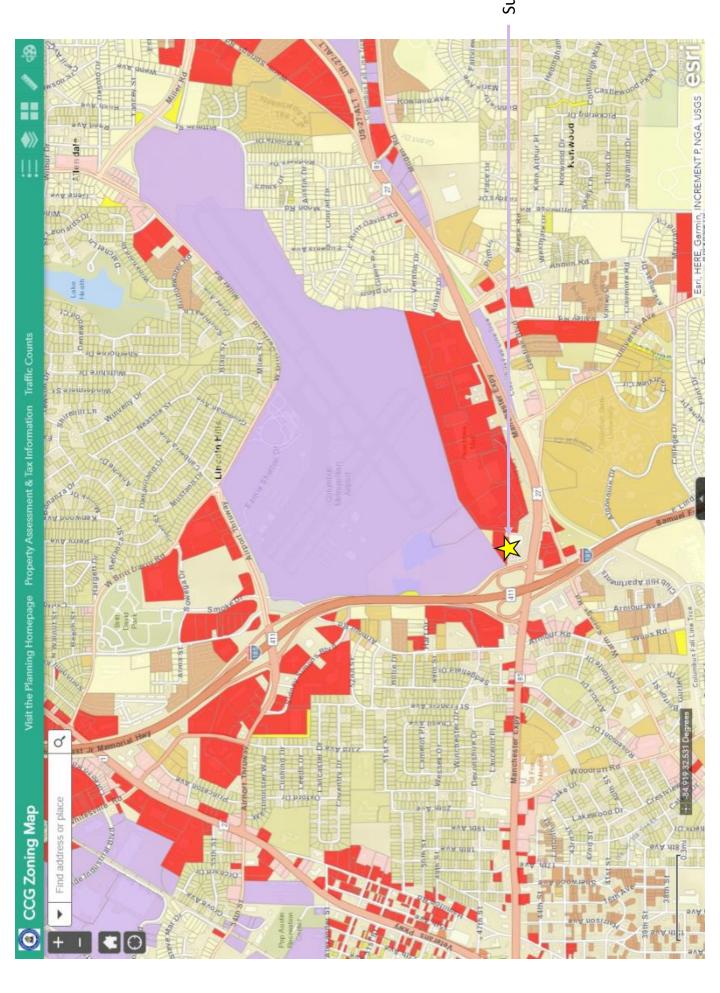




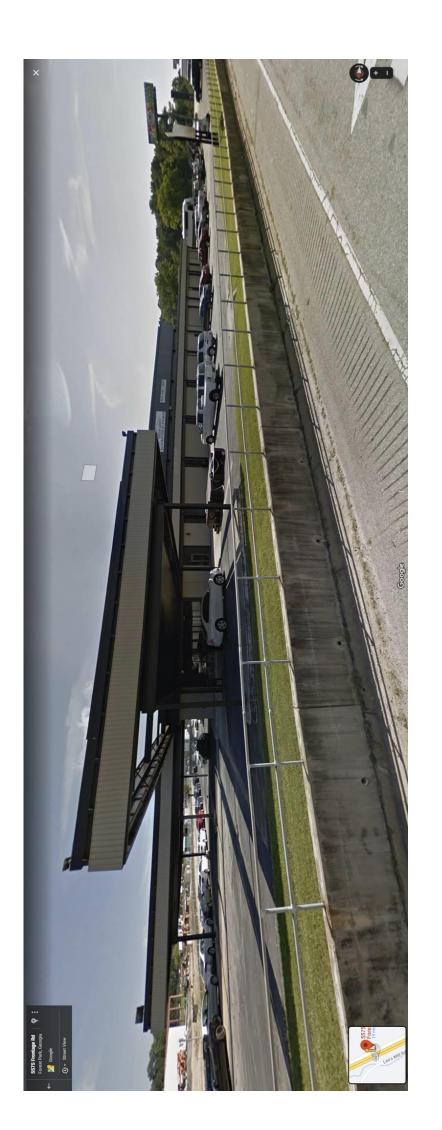


2925 Manchester Parkway Columbus, GA 31909

Subject Property

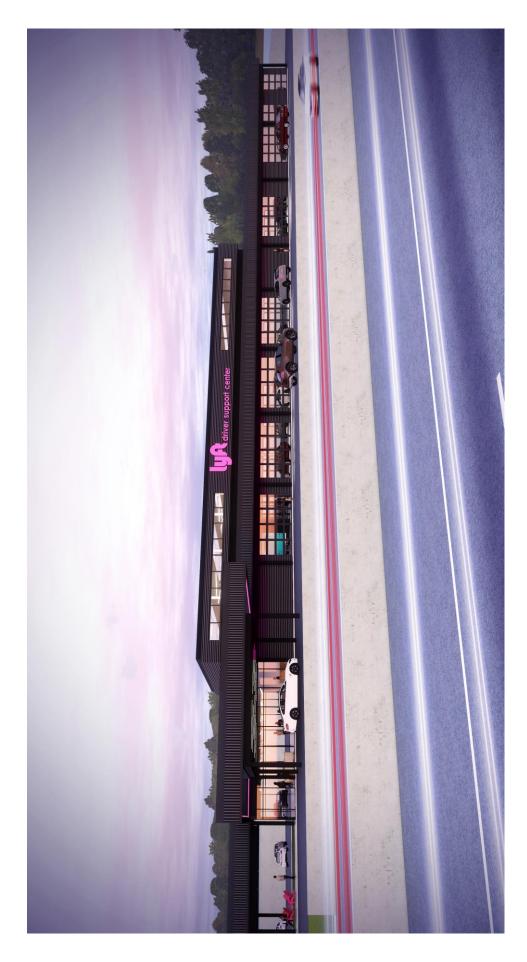


Abandoned Dealership to Lyft Driver Support Center



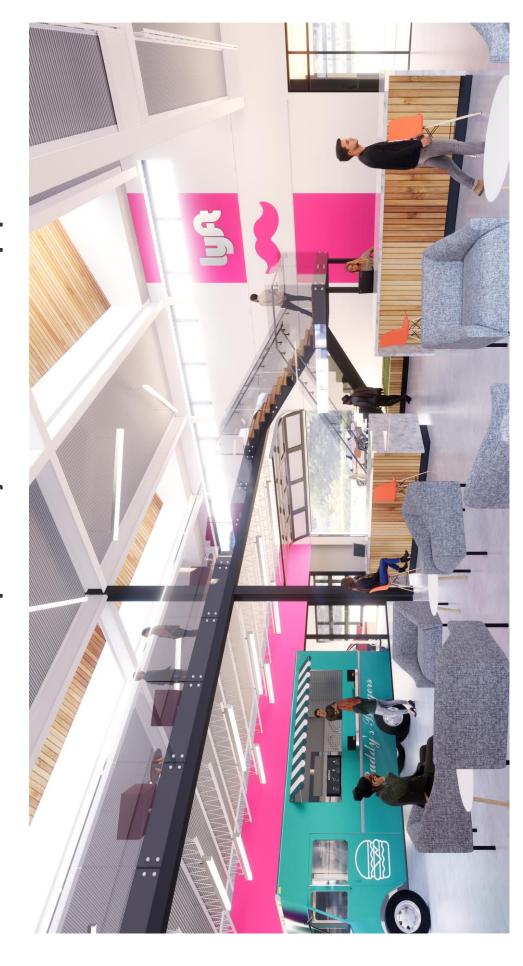


Abandoned Dealership to Lyft Driver Support Center



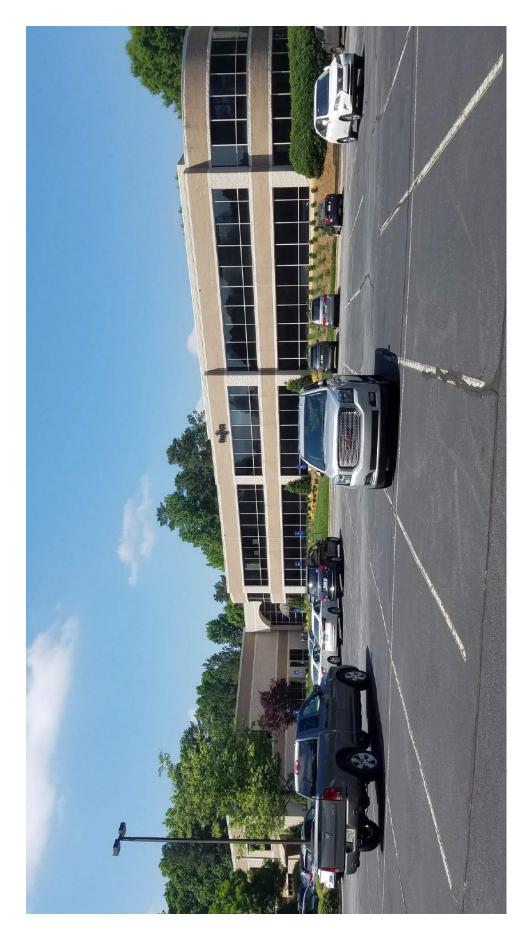


Abandoned Dealership to Lyft Driver Support Center





1980s Vintage Office to Millennial Working Hub

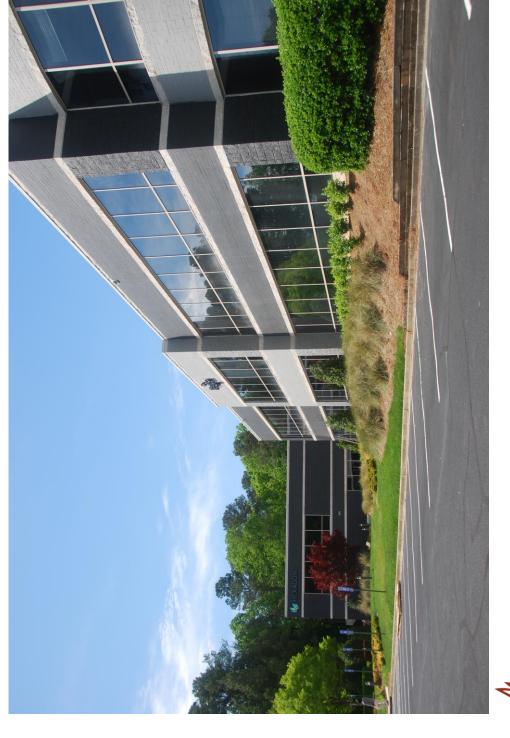




1980s Vintage Office to Millennial Working Hub

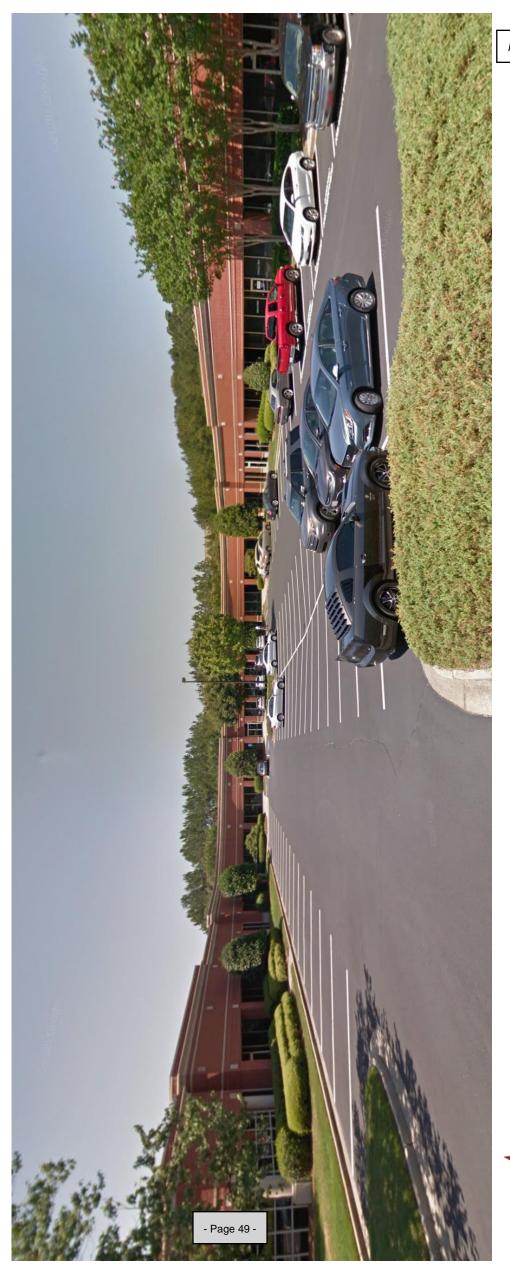






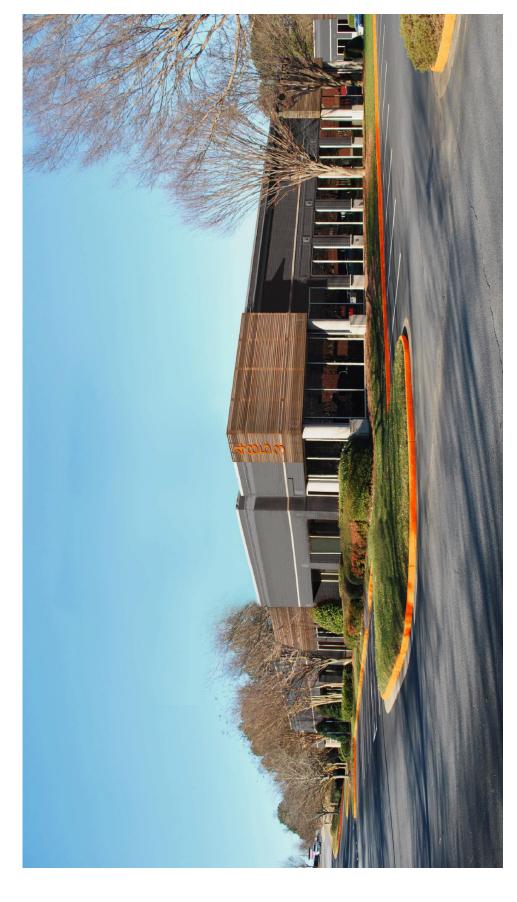


Single Story Warehouse to Fully Leased Office





Single Story Warehouse to Fully Leased Office





Trip Generation Estimates

Table 1 – ESTIMA	Table 1 – ESTIMATED TRIP GENERATION, PREVIOUS BEST BUY STORE	PREVIOUS BEST E	3UY STORE
PARCEL	ITE LAND-USE CODE	SIZE	DAILY (2 Way)
Previous Best Buy Store	863	45,000 SF	1847

Table 2 – ESTIMATED TRIP GENERATION, PROPOSED DISTRIBUTION CENTER	RIP GENERATION, PR	OPOSED DISTRIBU	TION CENTER
PARCEL	ITE LAND-USE CODE	SIZE	DAILY (2 Way)
Last Mile Distribution Center	155	45,000 SF	368
Expansion	155	21,278 SF	174
Total		66,278	542



Trip Generation Study

Last Mile Distribution Center Columbus, GA

February 5, 2021

Submitted by Maldino & Wilburn, LLC



February 5, 2021

Traffic Generation Study

Prepared For:

Icarus Alternative Investments Mr. Alex Oliver Alex.oliver@icarusai.com

Prepared By:

Vern Wilburn, PE, PTOE Maldino & Wilburn 1864 Lower Fayetteville Rd Newnan, GA 30265 770.362.6184 vern@mwtraffic.com

Additional investigation by: Mallory Maldino, EIT

Maldino & Wilburn Project No.: 21-08



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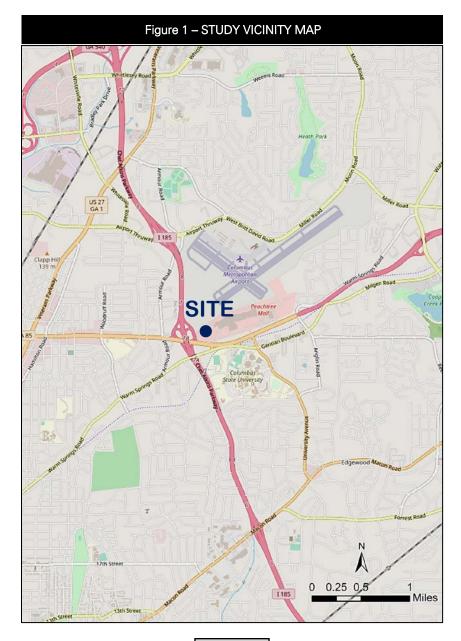
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2. Trip Generation Estimates	3
3. Summary of Findings	
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Table 2: Estimated Trip Generation, Proposed Distribution Center	3



1. Introduction

Icarus is proposing to convert a now vacant site that was previously used as a Best Buy store. The existing building is proposed to be used as a last mile distribution center. This report estimates trip generation associated with the proposed use and the previous use.

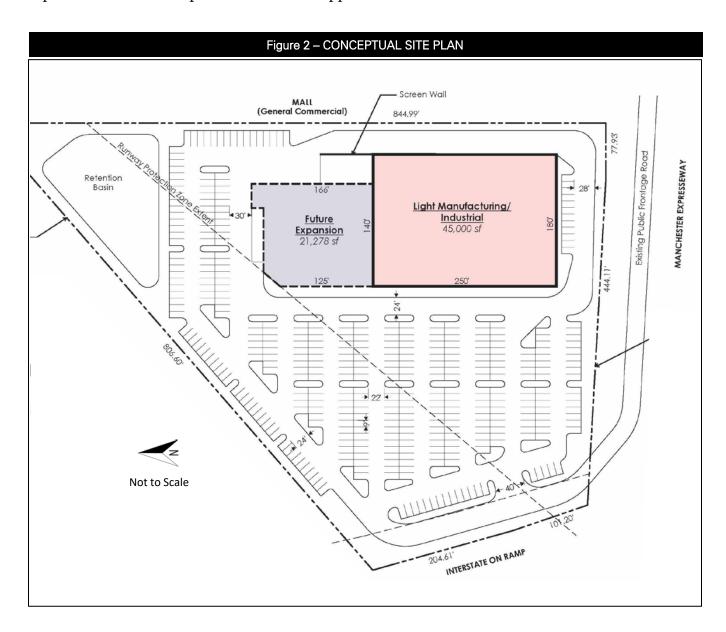
Figure 1 is a vicinity map showing the general location of the site to the northeast of I-185 and Manchester Expressway in Columbus.





Proposed Development

Figure 2 shows a portion of the conceptual site plan of the proposed re-use of the 45,000 square feet building which was previously a Best Buy store. The plan also shows a future 21,278 square feet expansion. The full site plan is included as Appendix A.





2. Trip Generation Estimates

The trips expected to be generated by the development were estimated based on trip rates from the Institute of Transportation Engineers (ITE) publication Trip Generation, 10th Edition, using TripGen 10 software by Trafficware. The estimated daily trip generation is summarized below in Table 2 for the previous use and Table 2 for the proposed use. Trip generation reports are provided in Appendix B.

Table 1 – ESTIMATI	ED TRIP GENERATION,	, PREVIOUS BEST I	BUY STORE
PARCEL	ITE LAND-USE CODE	SIZE	DAILY (2 Way)
Previous Best Buy Store	863	45,000 SF	1847

Table 2 – ESTIMATED TI	RIP GENERATION, PF	ROPOSED DISTRIBU	JTION CENTER
DADCEI	ITE LAND-USE	SI7F	DAILY
PARCEL	CODE	SIZE	(2 Way)
Last Mile Distribution Center	155	45,000 SF	368
Expansion	155	21,278 SF	174
Total		66,278	542



3. Summary of Findings

The proposed development is to convert a 45,000 square feet building previously used as a Best Buy Store to a Last Mile Distribution Center.

The following summarizes the findings of the trip generation study:

- 1. The previous Best Buy store generated an estimated 1847 daily trips. This is the total inbound plus outbound trips.
- 2. The proposed use of the old Best Buy building as a Last Mile Distribution Center would generate an estimated 368 daily two-way trips.
- 3. The proposed expansion would generate an estimated 174 daily two-way trips.
- 4. The proposed use as a Last Mile Distribution Center with an expansion of 21,278 square feet would generate an estimated 542 total daily trips. The estimated daily trips of the proposed use is less than 30% of the trip making associated with the previous use.



Appendices

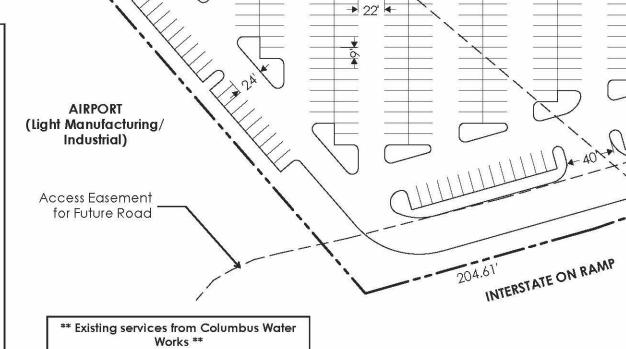
- A. Site Plan
- B. Trip Generation Reports



Appendix A Site Plan







MALL (General Commercial)

166

Future

Expansion

21,278 sf

125'

- Screen Wall

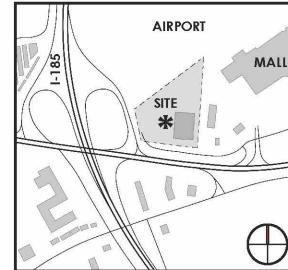
<u>Light Manufacturing/</u> <u>Industrial</u>

45,000 sf

250'

844.99'

24'





Property Line

80'

40'

Project Name:

Name:

Applicant:

Name:

Address:

Telephone:

Present Zoning:

Proposed Zoning:

Parcel ID Number:

Total Acres:

Address:

Property Owner:

160'

SUMMARY

Columbus Center

7601 Penn Ave S.

Richfield, MN 55423

Suwanee, GA 30024 770.596.2560

General Commercial

7.681 ac.

Best Buy Store, L.P. Attn: Cara Helper

320 Town Center Ave. Suite C-11 #298

Icarus Alternative Investments.

Light Manufacturing/ Industrial

069 008 004, 069 008 022, 069 008 023

Attn: Alexander Oliver

Columbus Center - Site Plan

Retention

Basin

320'

2925 Manchester Parkway Columbus, GA 31909 Proposed Light Industrial/Manufacturing

Existing Public Frontage Road

→ 28'

444,11'

MANCHESTER EXPRESSEWAY

Property Line

Scale: 1" = 80'-0" 01.15.2021





Appendix B Trip Generation Reports



Alternative: Alternative 1

Phase: Open Date: 2/5/2021

Project: Previous Best Buy Store Analysis Date: 2/5/2021

	V	/eekday Av	erage Dai	ly Trips		Weekday A Adjacent	M Peak H Street Tra		,	Weekday F Adjacent	M Peak H Street Tra	
ITE Land Use	*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
863 SUPERSTOREELEC 1 45 1000 Sq. Ft. GFA		924	923	1847		9	5	14		94	98	192
Unadjusted Volume		924	923	1847		9	5	14		94	98	192
Internal Capture Trips		0	0	0		0	0	0		0	0	0
Pass-By Trips		0	0	0		0	0	0		38	38	76
Volume Added to Adjacent Streets		924	923	1847		9	5	14		56	60	116

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Alternative: Alternative 1

Phase: Open Date: 2/5/2021

Project: Last Mile Distribution Analysis Date: 2/5/2021

	W	/eekday Av	erage Dai	y Trips	W		M Peak H Street Tra		\	Weekday F Adjacent	PM Peak H Street Tra	
ITE Land Use	*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
155 WAREHOUSE-HCFC 1		184	184	368				27				62
45 1000 Sq. Ft. GFA												
Unadjusted Volume		184	184	368		0	0	0		0	0	0
Internal Capture Trips		0	0	0		0	0	0		0	0	0
Pass-By Trips		0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets		184	184	368		0	0	0		0	0	0

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Alternative: Alternative 1

Phase: Open Date: 2/5/2021

Project: Expansion Analysis Date: 2/5/2021

	W	/eekday Av	erage Dai	ly Trips	V	Veekday A Adjacent	M Peak H Street Tra		\	Neekday F Adjacent	PM Peak H Street Tra	
ITE Land Use	*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
155 WAREHOUSE-HCFC 1		87	87	174				13				29
21.28 1000 Sq. Ft. GFA												
Unadjusted Volume		87	87	174		0	0	0		0	0	0
Internal Capture Trips		0	0	0		0	0	0		0	0	0
Pass-By Trips		0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets		87	87	174		0	0	0		0	0	0

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

File Attachments for Item:

3. 2nd Reading: REZN-01-21-3244- An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1 and amend Chapter 13 – Definitions.

AN ORDINANCE

NO.	
110.	

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2925**Manchester Expressway (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District:

ALL THAT TRACT OR PARCEL of land, lying and being in Land Lots 33, 34, 47 and 48 of the 8th District, Columbus. Muscogee County, Georgia, and being more particularly described as follows:

BEGIN at a concrete monument located at the intersection of the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and the northwestern side of the right-of-way along Manchester Expressway;

Thence leave the intersection of the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and the northwestern side of the right-of-way along Manchester Expressway and continue along the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (I-185, G-6) North 18 degrees 01 minutes 45 seconds West, a distance of 101.20 feet to a concrete monument;

Thence continue along the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) North 14 degrees 40 minutes 25 seconds West, a distance of 204.61 feet to an iron stake, said iron stake being located at the southernmost corner of the property of Columbus Metropolitan Airport;

Thence leave the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and continue along the southeastern property line of Columbus Metropolitan Airport North 50 degrees 00 minutes 15 seconds East, a distance of 806.60 feet to an iron stake, said iron stake being located at the northwestern corner of Peachtree Mall Shopping Center;

Thence continue along the western side of the property line of Peachtree Mall Shopping Center South 00 degrees 56 minutes 38 seconds West, a distance of 844.99 feet to an iron stake, said iron stake being located along the northern side of the right-of-way along Manchester Expressway;

Thence continue along the northern side of the right-of-way along Manchester Expressway South 89 degrees 55 minutes 52 seconds West, a distance of 77.93 feet to an iron stake;

Thence continue along the northern side of the right-of-way along Manchester Expressway North 85 degrees 49 minutes 09 seconds West, a distance of 444.11 feet to a concrete monument, said concrete monument being located at the intersection of the eastern side of the right-of-way along Interstate 185, On-Ramp G-6 (1-185, G-6) and the northwestern side of the right-of-way along Manchester Expressway and said concrete monument marking the POINT OF BEGINNING;

Said tract containing 7.681 acres \pm , and being more particularly described on that certain ALTA/ACSM Land Title Survey plat prepared for Best Buy Stores, L.P. by Moon, Meeks, Mason & Vinson, Inc. dated October 22, 2002.

TOGETHER WITH:

All rights and easements contained in that certain Easement Agreement between James W. Wilson Jr. (predecessor in title to Ca1PERS) and the Department of Transportation, dated as of July 10, 1985, and recorded in Deed Book 2485, at Folio 14, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, as transferred by a Page 67 - leed executed by the Department of

Transportation in favor of Kinnett Dairies, Inc., dated September 3, 1987, and recorded in Deed Book 2872, at Folio 252 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

TOGETHER WITH:

All rights and easements contained in that certain Easement Agreement between Kinnett Dairies Inc., and the Department of Transportation, dated May 29, 1987, and recorded in Deed Book 3036, at Folio 216 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

f the Council of Columbus, Georgia held on the 23rd second time at a regular meeting of said Council
, 2021 and adopted at said meeting by the
rs of said Council.
voting
B. H. "Skip" Henderson, III
Mayor
1

AN ORDINANCE

NO	١.			
\mathbf{I}	,.			

An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1 and amend Chapter 13 – Definitions.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION 1.

Chapter 3 of the Unified Development Ordinance is hereby amended by adding two permitted uses to Table 3.1.1. to read as follows:

" Use Category	H I S T	R E 1 0	R E 5	R E 1	R T	S F R	S F R 2	S F R	S F R 4	R M F	R M F 2	M H P	1	C R D	N C	R O	C O	G C	S A C	L M I		T E C H	N O T E S
Commercial																							
Medical Cannabis Dispensary*													P	P	P			P					
Manufacturing and Industrial																							
Indoor Cannabis Grow Facilities*																				P	P		

*All legal cannabis-related activity is subject to oversight of the Georgia Access to Medical Cannabis Commission (GMCC). The GMCC and their partners (GBI, UGA, National Institute on Drug Abuse, etc.) oversee <u>ALL</u> aspects of medical cannabis growth and distribution for the state of Georgia."

SECTION 2.

Chapter 13 of the Unified Development Ordinance is hereby amended by adding the following Definitions to read as follows:

"Chapter 13 – Definitions.

Medical Cannabis Dispensary. A facility permitted by the Georgia Access to Medical Cannabis Commission to sell low THC oil to registered patients by a dispensing license.

Indoor Cannabis Grow Facility. A facility permitted by the Georgia Access to Medical Cannabis Commission to produce and manufacture low THC oil issued pursuant to OCGA Section 16-12-211 (Class 1) and OCGA Section 16-12-212 (Class 2)."

	the Council of Columbus, Georgia held on the 23rd econd time at a regular meeting of said Council
	, 2021 and adopted at said meeting by the
affirmative vote of members	-
Councilor Allen	voting
Councilor Barnes	voting
Councilor Crabb	voting
Councilor Davis	voting
Councilor Garrett	- Page 69 -

Item #3.

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

File Attachments for Item:

4. Uptown Tax Allocation District Fund Grant -

RAM Broad Street, LLC Development Agreement

Approval is requested to authorize the City Manager to enter into an agreement with RAM Broad Street, LLC to provide Uptown Tax Allocation District (TAD) Funds to support the conversion of an existing alleyway adjacent to the new AC Marriott hotel into an interactive space for pedestrian traffic between Broadway and Front Avenue.

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAM BROAD STREET, LLC FOR THE PURPOSES OF ALLOCATIONG UPTOWN TAX ALLOCATION DISTRICT FUNDS FOR THE CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS TO INCLUDE CONSTRUCTION OF A WALKWAY TO CONNECT BROADWAY TO FRONT AVENUE FOR THE DEVELOPMENT KNOWN AS THE AC MARRIOT HOTEL IN AN AMOUNT NOT TO EXCEED ONE MILLION SEVEN HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED DOLLARS (\$1,764,100)

WHEREAS, Columbus is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law and in accordance with House Bill 773 enacted by the General Assembly in 2006 (2006 GA. LAWS p. 4507, *et seq.*) and approved in a referendum on November 6, 2006; and

WHEREAS, by a Resolution duly adopted Resolution No. 71-16 on March 15, 2016 (the "TAD Resolution"), following a public hearing as required by law, the Columbus Council approved the Uptown Redevelopment Plan and created Tax Allocation District Number 3 - Uptown (the "Uptown TAD"); and

WHEREAS, the Redevelopment Powers Law provides that Columbus may enter into public-private partnerships to effect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the TAD Resolution expressed the intent of Columbus, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the Uptown TAD; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, redevelopment of portions of the Central Riverfront District and Columbus; and

WHEREAS, RAM Broad Street, LLC (Developer) is the owner of the RAM Tract which is located within the Uptown TAD and has undertaken the redevelopment of its property into an AC Hotel (Marriott) and related uses; and

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, the Council has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, a portion of the Tax Allocation Increment collected in the

Uptown TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the TAD Project; and

WHEREAS, the Developer, pursuant to the terms of this Agreement, has undertaken this critical revitalization in Columbus and developed the RAM Project consistent with the Downtown Redevelopment Plan; and

WHEREAS, the Council, after full review and consideration authorized the City Manager on March 10, 2020 to enter negotiations with the Developer for the purposes of a Project Allocation from the Uptown TAD in an amount not to exceed One Million Seven Hundred Sixty-Four Thousand One Hundred Dollars (\$1,764,100) to construct a walkway to connect Broadway to Front avenue for the development known as the AC Marriot Hotel

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

The Council of Columbus hereby authorizes the City Manager to enter into an Agreement, in substantially the form attached setting forth the terms and conditions relating to the Uptown TAD funding support of the Project and all instruments, documents and certificates related thereto for an amount not to exceed \$1,764,000. Funds to be paid under the Agreement will be paid from the Tax Allocation Increment collected in the Uptown TAD and will not be a liability of the General Fund of Columbus, Georgia.

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

voting ___

Councilor Allen

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

Columbus Consolidated Government Council Meeting Agenda Item

Item #4.

то:	Mayor and Councilors
AGENDA SUBJECT:	Uptown Tax Allocation District Fund Grant – RAM Broad Street, LLC Development Agreement
AGENDA SUMMARY:	Approval is requested to authorize the City Manager to enter into an agreement with RAM Broad Street, LLC to provide Uptown Tax Allocation District (TAD) Funds to support the conversion of an existing alleyway adjacent to the new AC Marriott hotel into an interactive space for pedestrian traffic between Broadway and Front Avenue.
INITIATED BY:	Planning Department

Recommendation: Authorize the City Manager to enter into an agreement with RAM Broad Street, LLC to provide Uptown Tax Allocation District (TAD) Funds to convert an existing alleyway into an interactive space for pedestrian traffic between Broadway and Front Avenue.

<u>Background</u>: On March 20, 2020, the Council approved Resolution 050-20 authorizing the City Manager to enter into negotiations with RAM Broad Street, LLC. The resolution authorized the use of Uptown TAD Funds for the purpose to construct an alleyway between the new AC Marriott hotel and the surrounding properties. This project intends to provide a pedestrian way that will connect Broadway to Front Avenue. The project also serves to meet the requirements of AC Marriott that the hotel is separated from adjoining properties. The company is requesting a grant of \$1,764,000 from the Uptown TAD Funds.

Analysis: The adoption of Resolution 050-20 was only the first step in authorizing the use of these funds. The next step required that the City Manager and/or his representatives enter into negotiations with the developer to determine how the funds would be distributed. Staff has concluded those negotiations with an agreement that defines the number of payments, the timing of the payments, and the overall length of time the agreement will be enforced. The agreement also establishes a City Administrative Fee of \$5,000 per year to be paid out of the Uptown Tax Allocation Fund and before any other payments are made.

Financial Considerations: The payout of the \$1,764,000 will be in increments of \$352,820 over five years beginning on December 15, 2021. Funding would come from the Uptown TAD Funds. If for some unknown reason the Uptown TAD Funds are inadequate to make the scheduled payments for this and all Uptown TAD projects approved by the Council, then each project will receive its proportional share based on the amount for its scheduled payment due that year. Should a shortfall of this type occur, the agreement allows for the Developer to recoup the full payment of up to \$352,820 per year for five (5) additional years until the shortfall has been completed. Under these conditions, the maximum length of the agreement would be ten (10) years, and neither the TAD Fund nor the City would have an further obligation to make payments under the Agreement..

Legal Considerations: The Council approved the establishment of the Uptown TAD in 2016 and in doing so designated itself as the redevelopment agency to exercise the provisions of this district and the use of these funds. An application for the use of these funds was requested by RAM Broad Street, LLC, which the Council approved on March 20, 2020, authorizing the City Manager to enter into these negotiations to allocate the requested fund amount. Approval of this resolution will authorize the City Manager to sign the agreement, allowing the Uptown

Item #4.

Recommendation/Action: Authorize the City Manager to enter into an agreement with RAM Broad Street, LLC to provide Uptown TAD (TAD) Funds to convert an existing alleyway into an interactive space for pedestrian traffic between Broadway and Front Avenue.

TAD Funds to be paid out over a specified time as established in the proposed agreement.

DEVELOPMENT AGREEMENT

Between Columbus, Georgia

and

RAM Broadway, LLC

In the Uptown Tax Allocation District

As of April 1, 2021

RECITALS	
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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), made to be effective as of the 1st day of April, 2021 is made by and between Columbus, Georgia, a political subdivision of the State of Georgia ("Columbus"), and RAM Broadway Hospitality, LLC, a Georgia limited liability company, as Developer. Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II.

ARTICLE I RECITALS

- WHEREAS, Columbus is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law and in accordance with House Bill 773 enacted by the General Assembly in 2006 (2006 GA. LAWS p. 4507, et seq.) and approved in a referendum on November 6, 2006; and
- WHEREAS, by a Resolution duly adopted Resolution No. 71-16 on March 15, 2016 (the "TAD Resolution"), following two public hearings as required by law, the Columbus Council approved the Uptown Redevelopment Plan and created Tax Allocation District # 3 Uptown (the "Uptown TAD"); and
- WHEREAS, the Redevelopment Powers Law provides that Columbus may enter into public-private partnerships to effect the redevelopment projects contemplated in the Redevelopment Plan; and
- WHEREAS, the TAD Resolution expressed the intent of Columbus, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the Uptown TAD; and
- WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, redevelopment of portions of the Central Riverfront District and Columbus; and
- WHEREAS, Developer is the owner of the RAM Tract which is located within the Uptown TAD; and
 - WHEREAS, Developer has undertaken the redevelopment of its property into an AC Hotel (Marriott) and related uses; and
- WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, Columbus has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, a portion of the Tax Allocation Increment collected in the Uptown TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the TAD Project; and
- WHEREAS, Developer, pursuant to the terms of this Agreement, has undertaken this critical revitalization in Columbus and developed the RAM Project consistent with the Downtown Redevelopment Plan.

AGREEMENT

NOW THEREFORE, Columbus and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE II GENERAL TERMS

Section 2.1 *Definitions.* Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

"Act of Bankruptcy" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

"Administrative Fee" means an annual administrative fee in an amount not to exceed \$5,000.00, as well as Columbus's expenditures for legal and professional fees incurred in connection with the RAM Project, to be paid to Columbus from the Tax Allocation District #3 Fund and shall have the highest priority of payment from the Tax Allocation District #3 Fund, as provided in *Section 3.4.*

"Advances" means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs associated with the TAD Project or for which Developer may be entitled to reimbursement pursuant to Section 6.2.

"Affiliate" means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b) below, and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

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

"Declaration" means a Declaration of Easements, Covenants and Restrictions dated	, 2021
executed by the owners of the real property being improved and the adjoining property owne	rs, which
Declaration appears of record in the Office of the Clerk of Superior Court of Muscogee County	, Georgia
in Deed Book at Page	

"Developer" means RAM Broadway Hospitality, LLC, a Georgia limited liability company, developer of the RAM Project.

"Development Team" means Developer and development partners, if any.

"Effective Date" means April 1, 2021, the effective date of this Agreement.

"Environmental Laws" means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §690 1 et seq., as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 960 1 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. §1251 et seq., as amended, the Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, and any other applicable federal law relating to health, safety or the environment.

"Force Majeure" means the actual period of any delay in the final completion date of the TAD Project, or the RAM Project, as applicable, caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riotsorothercivil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, or severe weather conditions. inexcess of 30 days in responding to proposals for Material Modifications pursuant to Section 4.4, in any such case entitling Developer a commensurate extension of time to perform and complete its obligations delayed thereby under this Agreement. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the TAD Project or the Project, as applicable.

"General Contractor" means an experienced, licensed, bondable and reputable general contractor selected by Developer.

"Hazardous Substances" means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

"RAM" means RAM Broadway Hospitality, LLC, a Georgia limited liability Company, and its successors and assigns.

"RAM Project" means the tract of land located at 1225 Broadway, as more fully described in Schedule B-1 hereto, as such Schedule may be amended or modified from time to time, on which the Hotel has been constructed. The RAM Project includes the RAM's Vertical Development, the Hotel and the TAD Project.

"RAM Project Completion Date" means the date of substantial completion of the RAM Project.

"RAM Tract" means the parcel within the Site Plan identified on <u>Schedule A-2</u> on which Developer has constructed the RAM Project.

"RAM's Vertical Development" means the construction of the AC Hotel (Maniott) by or on behalf of RAM's on the RAMTract

"Hotel" means the AC Hotel (Marriott) as constructed on the RAM Tract.

"Legal Requirements" means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

"Material Modification" means (i) any modification, change or alteration in the description of the TAD Project or the RAM Project, as applicable, that would add uses other than the following current uses: restaurant, hotel, conference space and other related commercial uses; or (ii) any extension of the TAD Project Schedule beyond the TAD Project Completion Date.

"Permitted Exceptions" means all of the following: (i) any reasonable and customary exceptions that serve or enhance the use or utility of the TAD Project or the RAM Project that arose in the course of construction and may arise during operation, of the TAD Project or the RAM Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (ii) any other exceptions expressly approved in writing by Columbus; (iii) real property taxes, bonds and assessments (including assessments for public improvements) not yet due and payable; and (iv) any exceptions approved by Developer's lender.

"Person" includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

"Plans" means the Site Plan and the construction plans for the TAD Project as the same may have been modified from time to time, including any Material Modifications.

"Project Approvals" means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the TAD Project or the RAM Project, as applicable, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

"Project Financing" means any loans, financing, equity investment, or other agreement (other than this Agreement) provided to or for the benefit of Developer to finance, directly or indirectly, any portion of the TAD Project.

"Project Modification" means (i) any aggregate change in the TAD Project Budget in excess of fifteen percent (15%).

"Redevelopment Costs" has the meaning given that term by O.C.G.A. § 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD Project and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement.

"Redevelopment Plan" means the Downtown Redevelopment Plan for Columbus Tax Allocation District Number Three approved by Columbus pursuant to the TAD Resolution on March 15, 2016, following a public hearing as required by law, as may be amended from time to time.

"Redevelopment Powers Law" means the Redevelopment Powers Law, O.C.G.A. §36-44-1, et seq., as may be amended from time to time.

"Reimbursement Costs" means categories of Redevelopment Costs for which Columbus has agreed to reimburse Advances from the Tax Allocation District #3 Fund as shown on Schedule D-2 attached hereto.

"Requisition" means a requisition document providing the information concerning all TAD Project expenditures information in form satisfactory to the Columbus Finance Director.

"Site" means the real property on which the RAM Project is located within the Downtown TAD, as more specifically identified in <u>Schedule A-1</u> hereto.

"Site Plan" means the plan utilized for development of the RAM Project as more specifically identified in Schedule A-2 hereto.

"Tax Allocation District #3 Fund" means the Tax Allocation District Fund established by Columbus for the collection of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

"State" means the State of Georgia.

"TAD Project" means those improvements identified and more fully described in <u>Schedule B-2</u> hereto as such Schedule may be amended or modified from time to time, including the RAM Project (but not including RAM's Vertical Development), the costs of which have been advanced by Developer and to be reimbursed to Developer from the Tax Allocation District #3 Fund as contemplated by this Agreement.

"TAD Project Budget" means the projected cost for acquisition, financing, and construction of the TAD Project as set forth in <u>Schedule D-1</u> hereto, as such Schedule may be amended or modified from time to time, including any Project Modifications.

"TAD Project Completion Date" means the date of substantial completion of the TAD Project(as evidenced by delivery by Developer to Columbus of the certificate contemplated in Section 4.l(e)).

"TAD Project Construction Schedule" means the schedule utilized for construction of the TAD Project as set forth in <u>Schedule C-1</u>, as such Schedule was amended or modified from time to time, including any Project Modifications or Material Modifications.

"TAD Resolution" means Resolution No. 71-16 duly adopted by the Columbus Council on May 15,2016, following a public hearing as required by law, pursuant to which Columbus approved the Redevelopment Plan and created the Uptown TAD.

"Tax Allocation Increment" means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real property within the Uptown TAD attributable to the ad valorem millage rate levied annually by Columbus (which was______ mils in 20___).

"Title Policy" means the title insurance policy issued by a nationally recognized title company with respect to the Site.

"Uptown TAD" means that Tax Allocation District No. 3 created by Columbus effective April 1, 2021, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply tosuch words when used in the plural where the context so permits and vice versa.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Developer. Developer hereby represents and warrants to Columbus that:

- (a) <u>Organization and Authority.</u> RAM Broadway Hospitality, LLC, a Georgia limited liability company, is in good standing and authorized to transact business in the State of Georgia. Developer's officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement
- (b) <u>Due Authorization, Execution and Delivery.</u> The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.
- (c) <u>Organizational Documents.</u> Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to Columbus, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) Financial Statements. All financial statements to be furnished to Columbus by Developer with respect to Developer will fairly present the financial condition of Developer as of the dates thereof, and all other written information furnished to Columbus by Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omitto state any fact necessary to make the statements contained therein not misleading.
- (e) Environmental. Developer has no knowledge except as disclosed in the Environmental Report: (i) of the presence of any Hazardous Substances on the Site, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Site, or any portion thereof, or (ii) of the presence of any PCB transformers serving, or stored on, the Site, or any portion thereof, and Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.
 - (f) Bankruptev. No Act of Bankruptey has occurred with respect to Developer.
- (g) No Litigation. There is no action, suitor proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.
- (h) <u>No Undisclosed Liabilities.</u> Neither Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the RAM Project

Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement

- (i) Tax Matters. Developer has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by them and have paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of Developer for the purpose of determining whether such a deficiency should be asserted against Developer.
- general deferred compensation plan, savings, incentive, stock option or stock purchase plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangement for any employee, consultant or agent of Developer, whether pursuant to contract, arrangement, custom or informal understanding, which does not constitute an "Employee Benefit Plan" (as defined in §3(3) of ERISA). Developer does not maintain nor has Developer ever contributed to any Multiemployer Plan (as defined in §3(37) of ERISA). Developer does not currently maintain any Employee Pension Benefit Plan subject to Title IV of ERISA. There have been no "prohibited transactions" (as described in §406 of ERISA or §4975 of the Internal Revenue Code) with respect to any Employee Pension Benefit Plan or Employee Welfare Benefit Plan maintained by Developer as to which Developer has been a party.
- (k) <u>Principal Office.</u> The address of Developer's principal place of business is 233 12th St., Suite 301, Columbus, Georgia 30901.
- (I) <u>Licenses and Permits.</u> Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the RAM Project, without known conflict with any rights of others.
- (m) <u>Project Location.</u> The RAM Project is located wholly within Columbus and further, wholly within the Uptown TAD.
- (n) <u>Utilities.</u> All utility services necessary and sufficient for the construction and operation of the RAM Project will at all appropriate times be available through dedicated public rights of way or through perpetual private easements.
- (o) <u>Plans.</u> Developer has furnished to Columbus true and complete sets of the Plans. The Plans so furnished to Columbus comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting the TAD Project.
- (p) <u>Funding Sources for Project Financing.</u> Developer at its own cost secured the necessary financing for construction of the TAD Project.
- (q) <u>Liens.</u> Other than as disclosed in writing to Columbus, there are no material liens of laborers, subcontractors or materialmen on or respecting the TAD Project on the Effective Date.
 - (r) <u>Construction Schedules.</u> N/A
- (s) <u>Budget.</u> The TAD Project Budget accurately reflects the expenditures for the TAD Project.

- (t) <u>Title</u>. As of the Effective Date, three of the parties to the Declaration as identified therein hold fee simple title to parcel on which the RAM Project is located, and the Declaration grants Developer the legal authority to carry out the TAD Project. on the portion of the site that is jointly owned.
- **Section 3.2** Representations and Warranties of Columbus. Columbus hereby represents and warrants to Developer that:
- (a) <u>Organization and Authority.</u> Columbus is a consolidated government duly created and existing under the laws of the State. Columbus has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) <u>Due Authorization, Execution and Delivery.</u> The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Columbus, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Columbus as a condition to the valid execution, delivery, and performance by Columbus of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Columbus in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.
- (c) <u>No Litigation.</u> There are no actions, suits, proceedings or investigations of any kind pending or threatened against Columbus before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.
- (d) <u>TAD Resolution.</u> The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption except by Resolution No. 140-16, adopted May 10, 2016, which authorized the execution of a Memorandum of Understanding with the Muscogee County School District to all school tax millage to be added to the TAD increment. No amendment of or supplement to the TAD Resolution is contemplated by Columbus.
- (e) <u>Redevelopment Agent.</u> Columbus has been duly designated as Redevelopment Agent for the Downtown TAD as contemplated by the Redevelopment Powers Law.
- **Section 3.3** Parties to Cooperate. The parties hereto acknowledge that they are entering into this Agreement based on projections that the RAM Project will generate Tax Allocation Increment in at least the amounts shown on Schedule E hereto. Columbus and Developer will cooperate as provided in this Agreement in order to ensure that Tax Allocation Increment generated by the RAM Project in the Downtown TAD are collected and deposited into the Tax Allocation District #3 Fund in accordance with the terms of this Agreement, thereby permitting reimbursement of Reimbursement Costs advanced by Developer in connection with the TAD Project as contemplated by this Agreement.
- **Section** 3.4 *Payment of Administrative Fee and Expenses*. Developer acknowledges and agrees that Columbus shall be entitled to an Administrative Fee and to be reimbursed its professional, legal and administrative expenses from the Tax Allocation District #3 Fund and such payments shall have the first priority of payment from the Tax Allocation District #3 Fund. In the event that in any year there are insufficient funds in the Tax Allocation District #3 Fund to pay such fees and expenses, the unpaid amounts shall accrue and be payable from the first available future deposits into the Tax Allocation District #3 Fund. Such fees shall be determined on an annual basis and shall not exceed \$5,000 per year.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the TAD Project and RAM Project.

- (a) Developer has developed and constructed the TAD Project in substantial conformance with the Plans and the descriptions thereof set forth in <u>Schedules A-2 and B-2</u>, which will be used as the basis for reimbursement of Advances under Section 6.2.
- (b) Developer has constructed the TAD Project and the RAM Project in accordance with all applicable Legal Requirements.
- (c) Developer has developed and constructed the RAM Project insubstantial conformance with the Plans and the descriptions thereof set forth in <u>Schedules A-2 and B-2</u> which will be used as the basis for reimbursement of Advances under Section 6.2. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 4.4. Columbus agrees to use commercially reasonable efforts to assist Developer with the RAM Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.
- (d) Developer shall provide Columbus with a final cost summary of all costs and expenses associated with the RAM Project, a certification that the RAM Project has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.
- Section 4.2 Approvals Required for the Project. Developer has obtained all necessary Project Approvals for the TAD Project, and shall certify to Columbus that the RAM Project complies with all Legal Requirements of any governmental body regarding the use or condition of the TAD Project and the RAM
- Project.

Section 4.3 Unreasonable Delay or Abandonment; Cessation of Work. Intentionally omitted.

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ARTICLE V

MATERIAL MODIFICATIONS. DEVELOPER SHALL CERTIFY TO COLUMBUS THAT NO MATERIAL MODIFICATION WAS MADE TO THE TAD PROJECT OR THE RAM PROJECT, EXCEPT AS DISCLOSED ON SCHEDULE A-2 OR B-2. PROJECT MODIFICATIONS. DEVELOPER SHALL CERTIFY TO COLUMBUS THAT THERE WERE NO PROJECT MODIFICATIONS NOT NOTED ON SCHEDULE A-2 OR B-2 AND THAT ANY MODIFICATION TO THE TAD PROJECT BUDGET AS A RESULT OF SUCH PROJECT MODIFICATION HAS BEEN REFLECTED ON SCHEDULE N/A DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER.

- Section 5.1 Completion of the Project. Developer has completed construction of the TAD Project substantially in accordance with Schedules C-1 and C-2 in a good and workmanlike manner free and clear of all liens and claims for materials supplied or for labor or services performed, subject to any lawful protest in accordance with Section 5.6.
- Section 5.2 Compliance with Documents. Developer has remained in compliance with its obligations and covenants in the Loan Documents, if any, pursuant to which amounts were loaned or otherwise made available to Developer to finance construction of the TAD Project and the RAM Project.
- **Section 5.3** Litigation. Developer will notify Columbus in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the TAD Project, in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer inany such litigation or proceeding. Developer will notify Columbus in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition or operation of Developer or the TAD Project.
- **Section 5.4** *Maintenance of the Project.* During the term of this Agreement and as a permanent covenant running with the property thereafter, maintenance of the Project will be in accordance with the terms of the Declaration.
- Section 5.5 Records and Accounts. Developer has and will keep true and accurate records and books of account in connection with the TAD Project in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.
- **Section 5.6** Liens and Other Charges. Developer has paid and discharged, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the TAD Project unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the TAD Project.
- Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the TAD Project, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.8 Laborers, Subcontractors and Materia/men. Developer, at Columbus's request, shall furnish to Columbus final lien waivers from the General Contractor and all subcontractors and materialmen who provided goods or services in excess of \$5,000.00 to the projects.

Section 5.9 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site, the RAM Project, and the TAD Project, or upon the revenues, rents, issues, income and profits of the RAM Project and the TAD Project, or arising in respect of the occupancy, use or possession thereof, and will provide to Columbus, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

Section 5.10 Insurance. To the extent of its interest therein, Developer will keep the TAD Project and the RAM Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations. During the terms of this agreement, a Certificate of Liability Insurance shall be furnished annually to the City to include endorsements for, at minimum, \$1 million in bodily injury and property damage coverage as a combined single limit for each occurrence with a \$2 million annual aggregate in reference to the following types of insurance: General Liability for Premises/Operations, Independent Contractors and Sub-Contractors, and Umbrella/Excess Liability.

Section 5.11 Further Assurances and Corrective Instruments. Columbus and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

Section 5.12 Performance by Developer. Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

Section 5.13 Restrictions on Easements and Covenants. Except for Permitted Exceptions, Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affect or might affect title to the TAD Project or the RAM Project or the use and occupancy thereof or any part thereof without obtaining the prior approval of Columbus (such approval not to be unreasonably withheld), other than easements and rights of ways customary for utilities which do not materially and adversely affect the use of the TAD Project or the RAM Project for its intended purposes.

Section 5.14 Access to the Site. Upon a minimum of five (5) days' notice from Columbus, Developer will permit persons designated by Columbus to access the Site and to discuss the status of the TAD Project and the RAM Project with representatives of Developer, all in such detail and at such times as Columbus may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with activities of the TAD Project, or the RAM Project or with Developer's business operations generally. Columbus must be accompanied by a representative of Developer during any access contemplated by this Section.

Section 5.15 Delivery of Documents. Developer shall deliver to Columbus the following:

(a) Most recent plat of the Site;

- (b) Title Policy, including any Permitted Exceptions;
- (c) Corporate Resolutions authorizing Developer to enter into this Agreement (see Section 3.1(b)); and
- (d) Certification of the good standing of Developer from the Georgia Secretary of State; and Developer's most recent financial statements.

Section 5.16 Scope of Developer Commitments. All representations, warranties and obligations of Developer hereunder shall be personal to Developer, and in no event shall Developer be deemed to be in default of any representation, warranty, or other obligation under this Agreement as a result solely of the noncompliance by any other property owner or occupant of a portion of a property located in the Uptown TAD with the terms of this Agreement; provided, however, if this Agreement is assigned pursuant to Section 9.5, any successor in interest to Developer shall be bound by all of the obligations of Developer set forth herein.

ARTICLE VI DISBURSEMENT AND REIMBURSEMENT

Section 6.1 Advances.

- (a) Developer, in its sole discretion as to timing and amount, may make or cause to be made Advances in connection with the TAD Project.
- (b) Developer may submit Requisitions to Columbus for its review and approval for reimbursement for any such Advances as described in Section 6.2.
- Section 6.2 Disbursements. Subject to compliance by Developer with all of the terms and conditions of this Agreement, the funds deposited into the Tax Allocation District #3 Fund will be available for disbursement to Developer for reimbursement of Advances in connection with the TAD Project at such times and in such amounts as determined (each a "Disbursement") in accordance with the following procedures:
- (a) Requisition: Developer will submit a Requisition and invoice to Columbus annually. The Requisition will include (i) the TAD Project Budget and the itemized schedule of values prepared by the General Contractor or Developer of the total Reimbursement Costs for which amounts on deposit in the Tax Allocation District #3 Fund are requested (the "Schedule of Values"), and (ii) all costs incurred for construction and non-construction expenses for the Reimbursement Costs from the date of the previous Requisition to the date of the current annual Requisition, which Reimbursement Costs have been itemized under the applicable line items of the TAD Project Budget as set forth in Exhibit D-2 The accuracy of the cost breakdown in the Requisition must be certified by Developer, and hard construction costs must be certified by the General Contractor. The total Reimbursement Costs over the term of the agreement shall not exceed \$1,764,100, and no annual requisition/invoice shall exceed \$352,820.
- (b) All Requisitions must be accompanied by evidence in form and content reasonably satisfactory to Columbus (including, but not limited to, certificates and affidavits of Developer) showing:
 - (i) Copies of all bills or statements or canceled checks for any indirect or non-construction expense for which the Disbursement is requested (other than land valuation as set forth on <u>Schedule D</u> and construction interest);
 - (ii) That all construction has been conducted substantially in accordance

with the Plans (and all changes thereto approved by Columbus or otherwise permitted pursuant to the terms hereof); and

- (iii) That there are no liens outstanding against the TAD Project except for (A) those set forth in the Title Policy, (B) inchoate liens for property taxes not yet due and payable, (C) liens being contested in accordance with the terms and conditions set forth in applicable law, and (D) loans for the construction of the TAD Project.
- (c) The construction for which Reimbursement Costs are included in any Requisition must be reviewed and approved by Columbus or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with the Plans.
- (d) Notwithstanding anything to the contrary herein, in no event will Tax Allocation Increment applicable to periods beyond 10 years after the effective date of this Agreement be used to satisfy outstanding balances due Developer, if any. Obligations due Developer under this Agreement will terminate upon the earlier to occur of (i) the satisfaction of all amounts due Developer as listed in Schedule D-1 or (ii) 10 years after the effective date of this Agreement.

Section 6.3 Limited Liability.

- (a) The payment of all obligations required by be paid by Columbus under this Agreement shall be special or limited obligations of Columbus payable only from the Tax Allocation District #3 Fund. Columbus will have no liability to honor any Requisition except from amounts on deposit in the Tax Allocation District #3 Fund.
- (b) To the extent permitted by State law, no director, officer, employee or agent of Columbus will be personally responsible for any liability arising under or growing out of the Agreement.
- (c) Columbus will not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.
- (d) The maximum term of the Agreement shall not exceed ten years from its effective date, and its total liability under the Agreement will not exceed the Reimbursement Costs of \$1,764,100.
- **Section 6.4** Reimbursement. Provided that there is positive Tax Allocation Increment in the Tax Allocation District #3, properly requisitioned and invoiced Reimbursement Costs will be reimbursed in five annual payments subject to the following conditions:
- (a) To the extent that it is available in the Tax Allocation District #3 Fund after the deduction of administrative costs, Columbus shall provide funding to Developer with annual payments in the amount of up to \$352,820 as set forth on Schedule F for all amounts supported by an approved Requisition. Each year, Developer shall provide a Requisition for any additional costs incurred since the approval of the previous requisition and invoice for the total requested annual payment to the Finance Director. Provided, however; in the event that other Tax Allocation District #3 projects are also entitled to scheduled funding in the same year, and the funds are inadequate to make all scheduled payments after the deduction of administrative expenses, then each project shall receive its proportionate share based on the amount its scheduled payment due that year bears to the total amount of scheduled payments due that year for all projects. For any year in which the Tax Allocation District #3 Fund is insufficient to make the full annual payment due Developer, a shortfall shall accrue to the Developer in the amount of the deficiency ("Accrued Shortfall.)".

- (b) If an Accrued Shortfall exits at the conclusion of the five (5) year schedule set forth in Exhibit F, then Developer will be allowed to recoup up to \$352,820.00 of the Accrued Shortfall each year for five (5) additional years until the shortfall is satisfied. Developer will submit an annual invoice claiming the Accrued Short Fall until the Short Fall is satisfied or the expiration of ten years whichever occurs first. Each annual invoice to recoup an Accrued Shortfall will be treated on the same proportionate basis as all scheduled project payments due in that particular year. To the extent that the Reimbursement Cost of \$1,764,100 was not reached during the initial five- year period, then additional requisitions for construction interest incurred after the initial five- year period may be submitted as part of a claim for Short Fall.
- (c) Notwithstanding anything herein to the contrary, if, following the conclusion of the tenth year of payments from the Tax Allocation District #3 Fund on the basis set forth above, Developer shall forfeit any amounts set forth in Schedule F that have not been recouped in accordance with the terms set forth above by that date.

ARTICLE VII INDEMNIFICATION

Section 7.1 *Indemnification*. Developer will defend, indemnify, and hold Columbus and its agents, employees, officers, and legal representatives (collectively, the "Indemnified Persons") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the "Losses") for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the TAD Project. Notwithstanding anything to the contrary in this Article, (1) Developer's indemnification obligation under this Article is limited to the greater of \$3,000,000.00 or the policy limits available under the insurance policies required under Section 5.10; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person's own gross negligence, recklessness or intentional act or omission;

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event inreasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the ten business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement

negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 *Survival*. The provisions of Article VII will remain in effect until the expiration of four (4) years after certification of completion of the TAD Project.

ARTICLE VIII DEFAULT

Section 8.1 *Default by Developer.*

- (a) Until delivery of the certificates of completion for the TAD Project contemplated in Section 4.1, the following will constitute a Default by Developer:
- (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
 - (ii) An Act of Bankruptcy of Developer.
- (b) Until two (2) years after delivery of the certificates of completion for the TAD Project contemplated in Section 4.1, the following will constitute a Default by Developer:
- (i) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to Columbus and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material respect as of the date such representation or warranty is made;
- (ii) Any material report, certificate or other document or instrument furnished to Columbus by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate, or misleading in any material respect; or if any report, certificate or other document furnished to Columbus on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to Columbus.
- Section 8.2 Remedies. If a default by Developer occurs and is continuing 30 days after receipt of written notice to Developer from Columbus specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and Developer begins to diligently pursue the cure of such default within such 30-day period), the default will become an "Event of Default," and Columbus will be entitled to elect any or all of the following remedies:
- (i) subject to the final sentence in this Section, terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer's default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder except that all amounts due to Developer for unreimbursed Advances and interest accrued thereon will continue to be payable to Developer under the terms of this Agreement.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or inequity.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default by Developer, if Columbus employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to Columbus, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by Columbus, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by Columbus. The following will constitute a default by Columbus: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 30 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 30-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies Against Columbus. Upon the occurrence and continuance of a default by Columbus hereunder, Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

ARTICLE IX MISCELLANEOUS

Section 9.1 Term of Agreement. This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs for the TAD Project have been fully reimbursed to Developer as listed in Schedule D-1 from the Tax Allocation District #3 Fund or 10 years after opening of the Hotel on the RAM Tract.

Section 9.2 *Notices*. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

RAM Broadway Hospitality, LLC 233 12th St., Suite 301 Columbus, Georgia 30901.

With a copy to:

Morgan & Lyle, P.C. P.O. Box 2056 Columbus, GA 31902

If to Columbus:

City Manager 100 10th Street Columbus, GA 31901

With copies to:

City Attorney 100 10thStreet Columbus, Georgia 31901

Finance Director 100 10thStreet Columbus, Georgia 31901

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.4 *Invalidity.* In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.5 Successors and Assigns. Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of Columbus, provided that Developer may, without the prior consent of Columbus, assign this Agreement and all or any portion of its rights hereunder and interests herein:

(i) to any Affiliate of it or to any entity which controls, is controlled by or under common control with it; (ii) to any purchaser of more than 60% of the total acreage of the RAM Project; or (iii) to any lender providing financing for all or any part of the RAM Project. Developer will provide written notice to Columbus of any such assignment. Upon any such assignment of the obligations of Developer hereunder, Developer will be deemed released from such obligations. Notwithstanding the above, Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of Columbus, to a lender to secure any acquisition, development or loan for the TAD Project or the RAM Project.

Section 9.6 Schedules; Titles of Articles and Sections. The Schedules attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such Schedules and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement

between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to a Schedule will be considered a reference to the applicable Schedule attached hereto unless otherwise stated.

Section 9.7 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia Venue shall be in Columbus, Georgia.

Section 9.8 Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.9 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.10 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as

Of the __ day of ______, 2021.

COLUMBUS, GEORGIA

By:______
Its: City Manager

Attest: _____
Its: Clerk of Counsel

RAM BROADWAY HOSPITALITY, LLC

By:

Its: Manager

SCHEDULE A-1 SITE DESCRIPTION

Legal Description

All that certain tract or parcel of land being a part of City Blocks 49 & 50, and Parcel 300A-2, per Plat Book 166, Page 50, recorded in the Office of the Clerk of Superior Court, Columbus, Muscogee County, Georgia, containing 0.16 acre (6,901 sq. ft), and being more particularly described as follows:

Commencing at the intersection of the South right-of-way of 13th Street and the East right-of-way of Front Avenue, run thence along the East line of Front Avenue, South 00 degrees 48 minutes 53 seconds West 161.65 feet to the North side of an alley, also being the POINT OF BEGINNING; thence South 89 degrees 42 minutes 07 seconds East 147.78 feet; thence North 00 degrees 44 minutes 38 seconds East 35.60 feet; thence South 89 degrees 19 minutes 25 seconds East 21.96 feet; thence South 00 degrees 48 minutes 04 seconds West 59.98 feet; thence North 88 degrees 48 minutes 32 seconds West 6.01 feet; thence South 00 degrees 44 minutes 38 seconds West 46.33 feet: thence South 88 degrees 48 minutes 32 seconds East 136.00 feet to the West right-of-way of Broadway; thence along the West right-of-way of Broadway, South 00 degrees 44 minutes 38 seconds West 13.83 feet; thence departing said right-of-way, North 89 degrees 15 minutes 22 seconds West 142.14 feet; thence North 00 degrees 44 minutes 38 seconds East 20.25 feet; thence North 89 degrees 16 minutes 41 seconds West 30.08 feet; thence North 00 degrees 07 minutes 01 second West 53.27 feet; thence North 89 degrees 42 minutes 07 seconds West 126.52 feet to the East right-of-way of Front Avenue; thence along the East right-of-way of Front Avenue, North 00 degrees 07 minutes 50 seconds East 11.87 feet to the POINT OF BEGINNING.

Item #4.

SCHEDULE A-2 SITE PLAN

Barrett - Simpson to revise

SCHEDULE B-1 RAM PROJECT DESCRIPTION

Construction of 6 Story 125 Room AC Hotel by Marriott hotel, including 1 level parking garage to be located on 1.21 Acre tract of land located at 1225 Broadway, Columbus, Georgia.

SCHEDULE B-2 TAD PROJECT DESCRIPTION

UPTOWN Connection: Demolition of Reymond Rowe building, excavation, waterproofing and installation of new Hardscape, lighting, planter, and bench to create safe and pedestrian friendly walkway connecting Broadway to Front Ave on a land tract running between AC Hotel and Golf Gallery.

Demolition of old HVAC equipment's, lift system, excavation, waterproofing and installation of new hardscape, lighting, planter, and bench to create safe and pedestrian friendly connecting Front Ave to Broadway on a land tract running between old Raymond Rowe storage building and WC Bradley theater building as well as land tract behind Nonic, Rialto, Mann Finance and Golf Gallery building commonly referred as the courtyard.

Removal of Trash Container, Oil Receptacle, and installation of new communal Trash Compactor, CCTV System and signage.

SCHEDULE C-1 RAM PROJECT SCHEDULE

Obtain Schedule Attachment from H&S – or to be deleted complete as no relevance

SCHEDULE C TAD PROJECT SCHEDULE

Obtain Schedule Attachment from H&S

SCHEDULE D-1 RAM PROJECT BUDGET

Development Costs - Sources/Uses

	Amount	Per Room	% of Total	Per Square <u>Ft</u>
Hard Construction Cost	\$14,676,500	\$114,660	70.1%	\$197.00
Owner Purchases	1,870,900	14,616	8.9%	25.11
Soft Costs	910,505	7,113	4.3%	12.22
Land Cost	2,500,000	19,531	11.9%	33.56
Project Management	650,000	5,078	3.1%	8.72
Contingency/Working Capital	330,000	2,578	1.6%	4.43
Total	\$20,937,905	\$163,577	100.0%	\$281.05

SCHEDULE D-2 TAD PROJECT BUDGET

Development Costs - Sources/Uses

	<u>Amount</u>
Hard Construction Cost	\$1,450,000
Owner Purchases	0
Soft Costs	45,000
Land Cost	0
Project Management	0
Construction Interest / Reserve	269,100
Total	\$1,764,100

SCHEDULE E TAX ALLOCATION INCREMENT RAM HOTEL ESTIMATE

Dec 1 2021	\$9,848.32
Dec 1 2022	\$59,848.32
Dec 1 2023	\$136,848.32
Dec 1 2024	\$136,848.32
Dec 1 2025	\$136,848.32
Dec 1 2026	\$145,848.32
Dec 1 2027	\$145,848.32
Dec 1 2028	\$145,848.32
Dec 1 2029	\$145,848.32
Dec 1 2030	\$153,848.32
Dec 1 2031	\$153,848.32

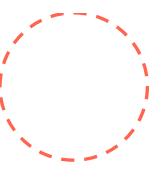
SCHEDULE F

Projected Schedule of Payments

Payment Date	Amount
December 15, 2021	\$352,820.00
December 15, 2022	\$352,820.00
December 15, 2023	\$352,820.00
December 15, 2024	\$352,820.00
December 15, 2025	\$352,820.00
Total	\$1,764,100.00

File Attachments for Item:

 $I.\ RAM\ Broad\ Street\ LLC\ TAD\ Agreement\ Update-Rick\ Jones,\ Planning\ Director$



RAM Broad Street, LLC Development Agreement

UPTOWN TAX ALLOCATION DISTRICT FUND GRANT COLUMBUS CITY COUNCIL - MARCH 30, 2021

BACKGROUND

- On March 20,2020 Council authorized the City Manager to enter into negotiations with RAM Broad Street, LLC
- Negotiations were for the use of Uptown TAD funds to construct a new pedestrian way
- The pedestrian way will run between the new AC Marriott and the surrounding properties
- The project will connect Broadway to Front Avenue



ANALYSIS

- ■RAM Broad Street, LLC is requesting a grant of \$1,764,100 from the Uptown TAD funds
- •Approving the use of the TAD funds in 2020 authorized:
 - •The City Manager to enter into negotiations with the developer of this project
 - •To determine how the funds would be distributed
 - Establish the number of payments
 - •The timing of the payments
 - •The overall length of time the agreement will be enforced
 - ■Establishes a City Administrative Fee of \$5,000 per year to be paid first out of the Uptown Tax Allocation Fund



FINANCIAL CONSIDERATIONS





- •The \$1,764,100 will be paid out in increments of \$352,820 over 5 years
- Payouts would begin on December 15, 2021
- •A proportionate share based upon the payment due would be made in the event there are inadequate funds in a particular year
- •Any shortfall in TAD funds, the developer will be allowed to recoup the full payment for five additional years until the shortfall has been completed
- The maximum length of the contract under such conditions would be 10 years

LEGAL CONSIDERATIONS

- The Council approved the Uptown TAD District in 2016
 - That action designated the Council as the redevelopment agency, which allows the distribution of these funds
- Approval of this request today will authorize the City Manager to sign the agreement for the payout of Uptown TAD funds for this project

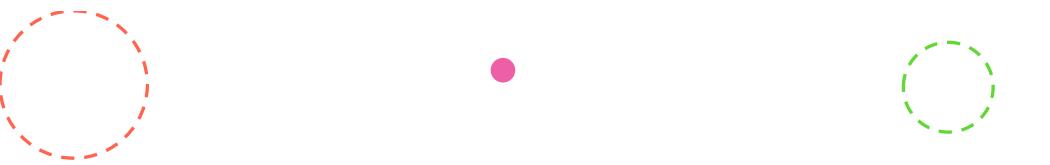




RECOMMENDATION

 Authorize the City Manager to enter into an agreement with RAM Broad Street, LLC to provide Uptown TAD funds for this project

Item #I.



QUESTIONS?

File Attachments for Item:

II. Columbus Visitor's Bureau Update - Peter Bowden, CEO

ECONOMIC TOURISM IS DEVELOPMENT

\$266





TOURISM SPENDING IS A GOOD INVESTMENT **ROI PER CVB DOLLAR SPENT** \$14.03





IMATED YROLL



SALES & LODGING

TAX REVENUE

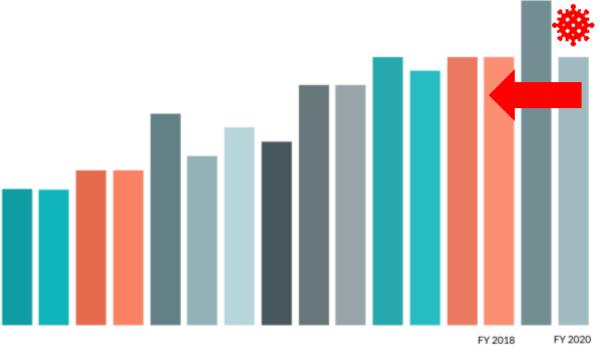
- Page 117 -

EFFECT

TAX SAVINGS PER **HOUSEHOLD IN FY 2020**

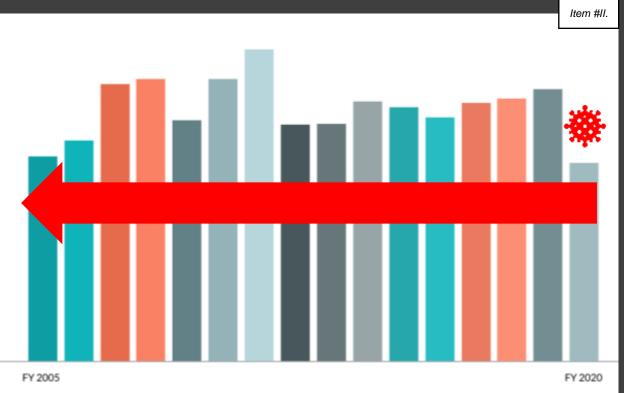
Item #II.



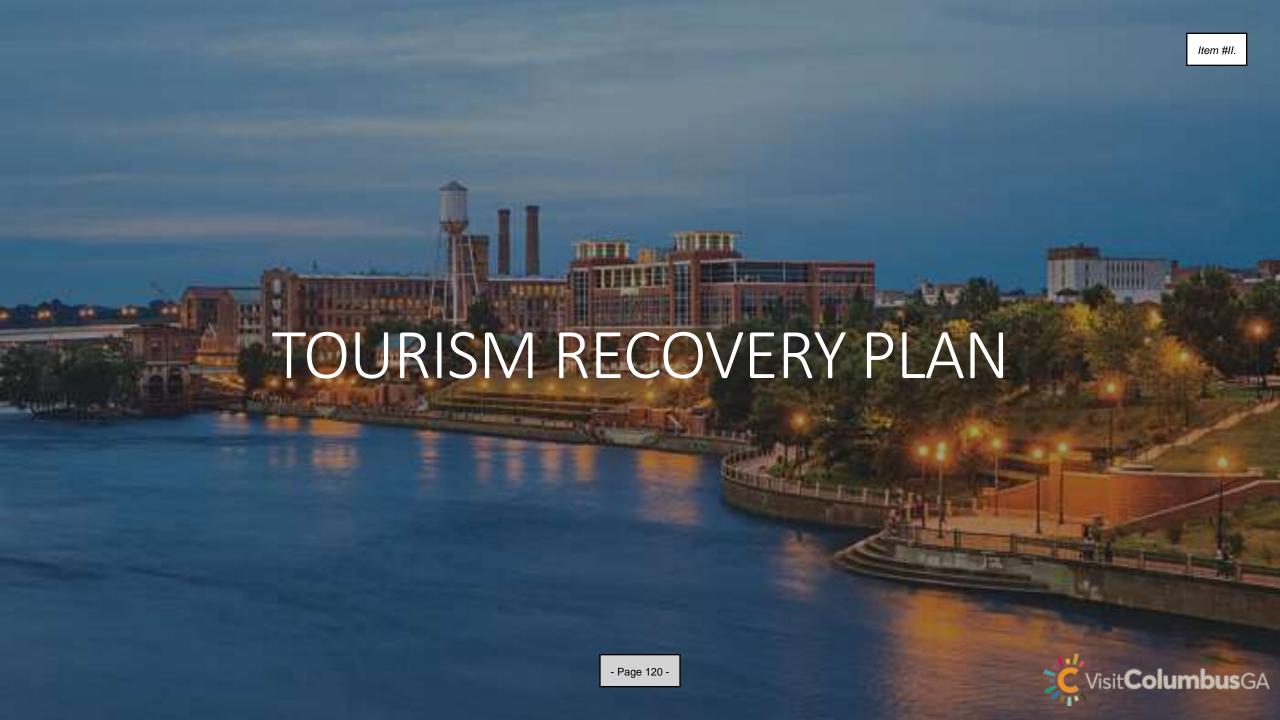


VISITORS



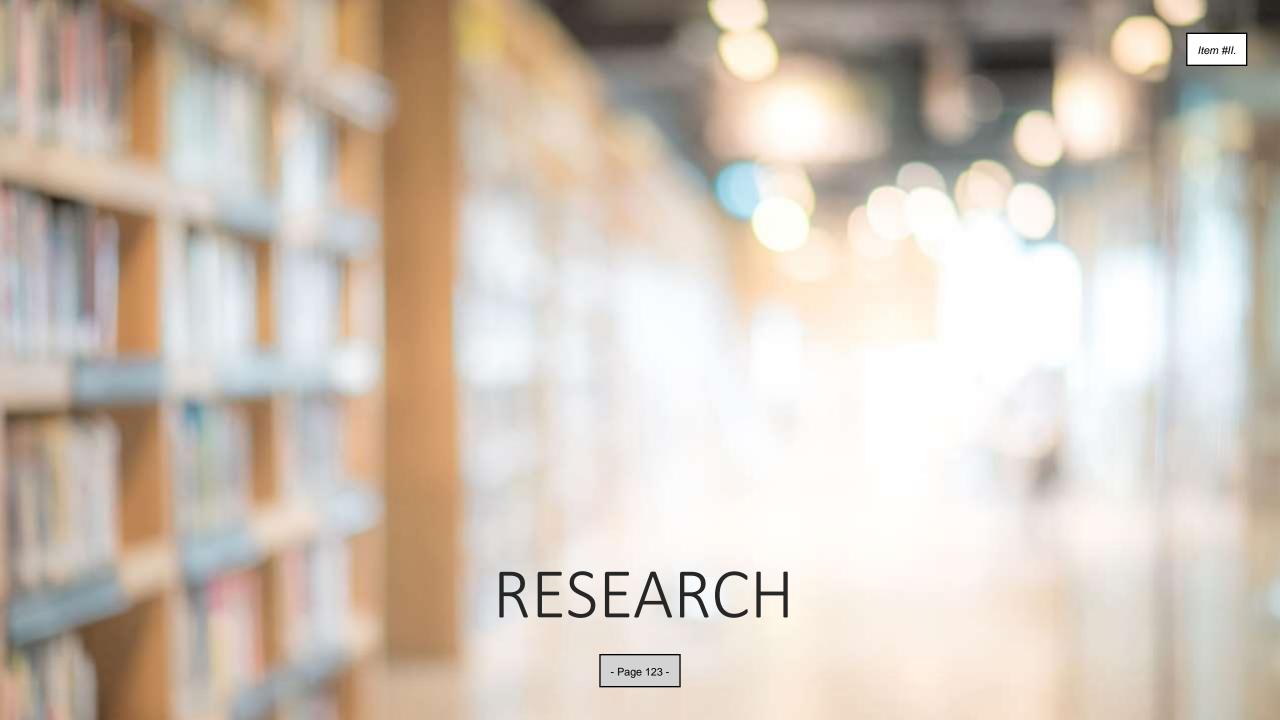


VISITOR SPENDING

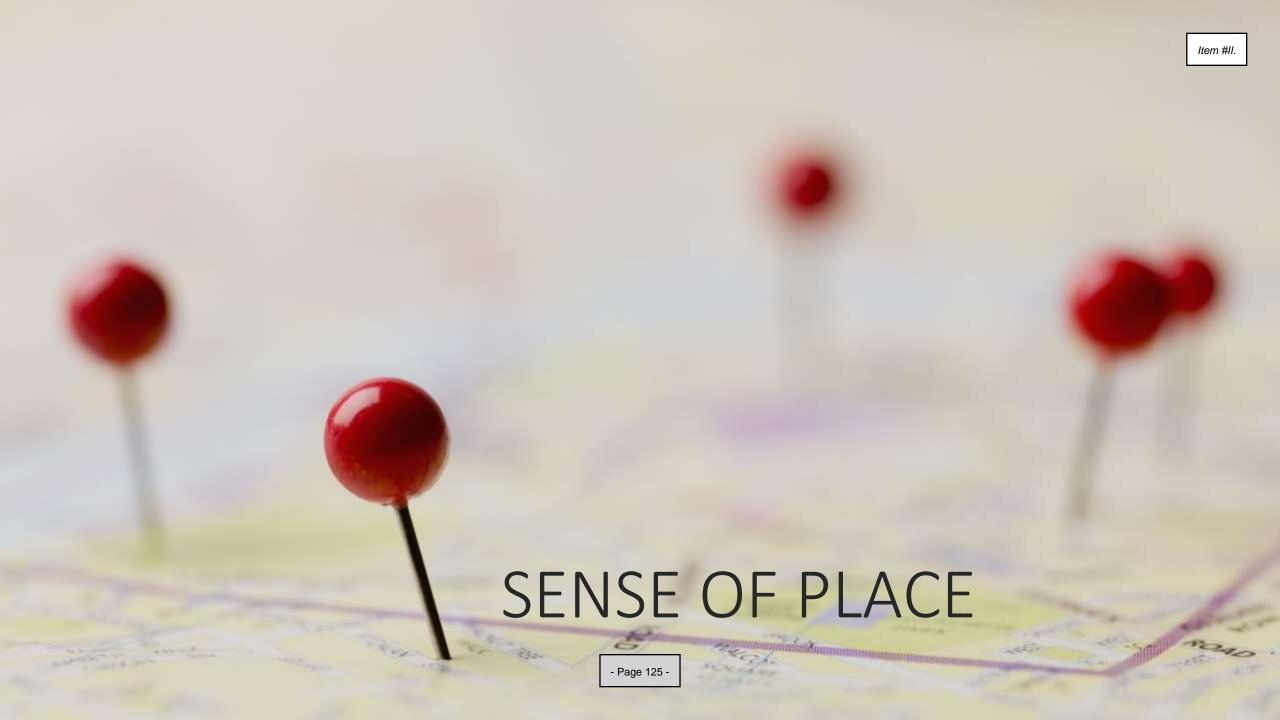












PERSONAS



STRATEGIC PLAN

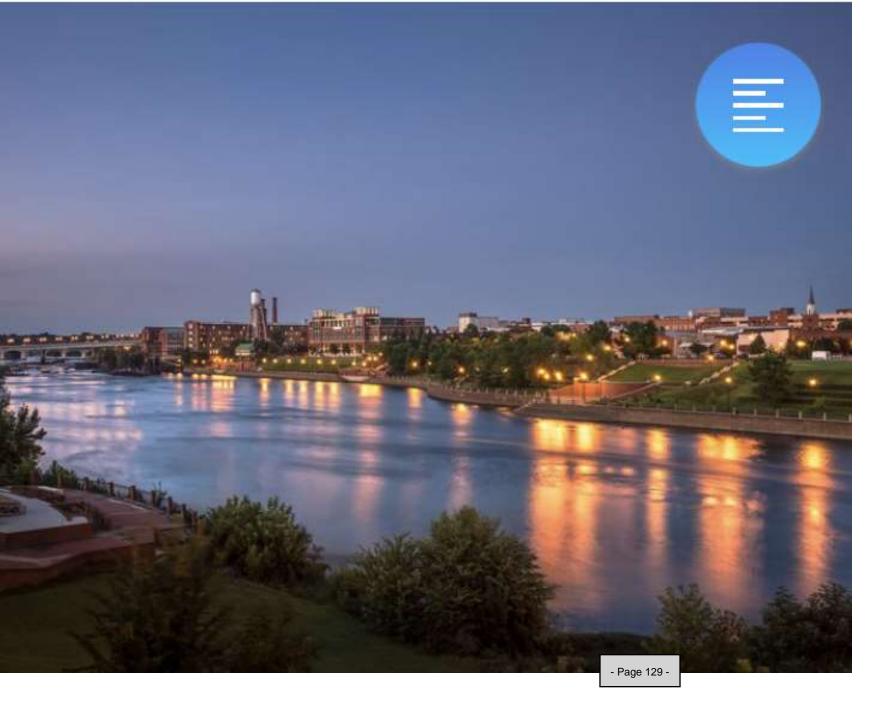




FY 21 Travel Writer Results

- 86 Published Results
- 1.4 Billion Impressions
- \$13 Million Earned Media



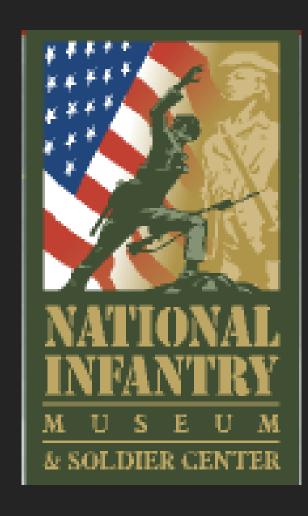


Atlanta JournalConstitution

"Gotta Get Away -- 21 Things to See in Georgia in 2021"

- 11.53 Million Impressions
- \$105,321 Earned Media





U.S. News & World Report

"Museums Form World War II Heritage Trail"

- 167 Million Impressions
- \$1.55 Million Earned Media

365 Atlanta Traveler



"27+ Awesome Drivable Weekend Getaways"

- 435,400 Impression
- \$4,027 Earned Media

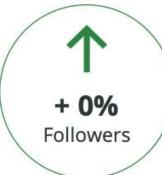


Virtual Travel Media Tour

TRP - SOCIAL MEDIA

Combined Performance Overview ①







41 New Posts (1)

- (f) Facebook Page (14) +1
- Instagram (13) +7

↑ 64% from last week

57 New Followers ①

- (f) Facebook Page (27.7K) +10
- @ Instagram (9.21K) +48

1 0% from last week

∀ Twitter (5.95K) -1

2.29K New Engagements ①

- E.E.S.K IVEW Engagements (
- f Facebook Page (604) +394
- Instagram (1.65K) +1.18K

- 1 233% from last week

TRP - SOCIAL MEDIA — TOP LIKED POSTS

Top Liked Posts (1)



columbusgeorgia

Sending you a little zen moment from...



347 Likes

Mar 9, 2021



columbusgeorgia

The @mccullerscenter podcast is BACK!...



339 Likes

Mar 7, 2021



columbusgeorgia

Good morning from @columbusgeorgia!...



313 Likes

Mar 10, 2021

RESEARCH – LEISURE TRAVEL OPTIMISM



40%

RESEARCH — LEISURE THINGS ARE IMPROVING



60.3%

RESEARCH – LEISURE READY FOR TRAVEL



66%

RESEARCH – LEISURE MOTIVATED BY DISCOUNTS



50%

RESEARCH — LEISURE CONFIDENT TRAVEL SAFELY



41.5%

RESEARCH – LEISURE SAFETY CONCERNS



43.1%

RESEARCH – LEISURE ACTING ON PLANS



70%

RESEARCH – LEISURE BOOKINGS IN HOTELS



15%

RESEARCH — LEISURE SAFE PLACES TO VISIT



74.3%



TOURISM RECOVERY PLAN

PHASE 2

MEETINGS & CONVENTIONS



CLIENT ENGAGEMENT



PARTNER ENGAGEMENT

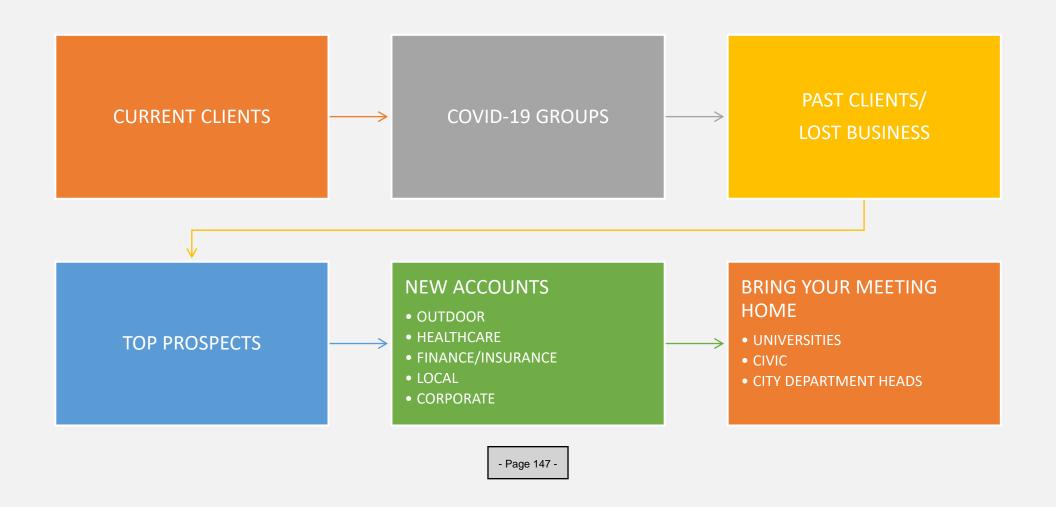


INTERNAL MEASURES



HIGH VALUE MARKETING CONTENT

CLIENT ENGAGEMENT



Item #II.

COVID-19 IMPACT

GROUP BUSINESS

- 155 Groups POSTPONED/CANCELED/LOST
- 126,811 Attendees
- 61,381 Room Nights

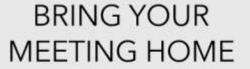
\$22.2 MILLION IMPACT





PROJECTED MARKET SEGMENTS







DRIVE MARKET- STATE ASSOCIATIONS



SOCIAL MARKET

RESEARCH

MEETINGS | CONVENTIONS

Item #II.

81% = in-person meeting THIS YEAR

Item #II

76% = rescheduling/rebooking

Item #II.

65% = booking NEW events

Item #II.

76% = Encouraged by Vaccine Rollout

SALES FUNNEL

- 4 GROUPS

 ATTENDANCE = 590
- ROOM NIGHTS = 665
- ECONOMIC IMPACT = \$200,930

OUTLOOK

3-YEAR UPCOMING/POTENTIAL BUSINESS	FY '21	FY '22	FY '23	FY '24
Total Business as of Mar 2021	88	59	20	8
Total Economic Impact as of Mar '21	\$12,871,707	\$13,461,260	\$6,141,177	\$3,423,606
Definite Business	86	42	8	2
Definite Economic Impact	\$12,649,597	\$8,872,983	\$1,526,190	\$982,584
Tentative Business	2	17	12	6
Tentative Economic Impact	\$222,110 - Page 156 -	\$4,588,277	\$4,614,987	\$2,441,022

MEETINGS & CONVENTIONS

STRATEGY

- New hotels
- Pull from major markets and focus on those poised to meet post COVID-19
- Focus on planners turned away due to lack of rooms
- Market segments
 - State & Regional Corporate Planners
 - State Associations
 - Military
 - Education

GOALS

- Generate leads | Drive demand
- Awareness of new product
- Build & maintain planner relationships

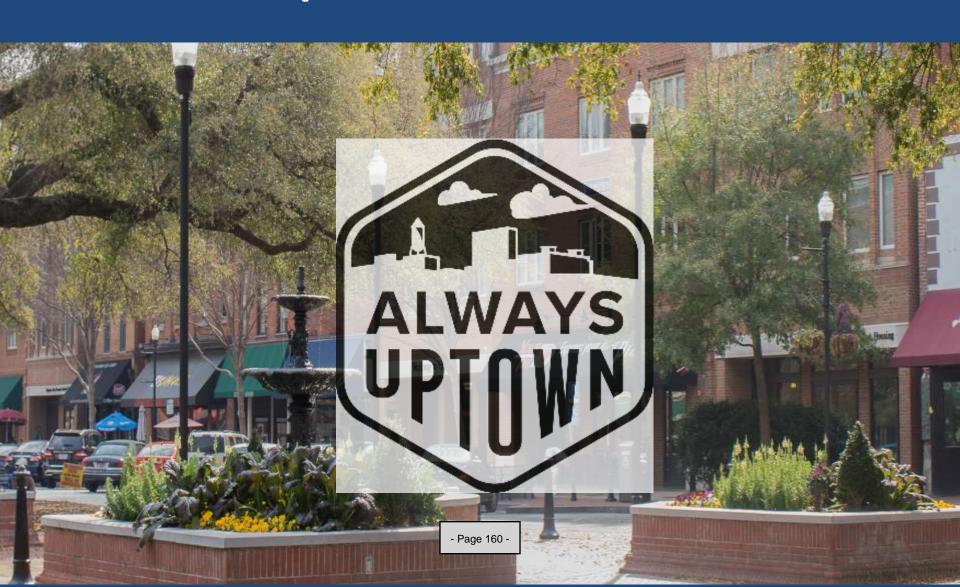


File Attachments for Item:

III. Uptown Columbus Update - Ed Wolverton, President & CEO

Item #III.

Uptown Columbus Inc. & Uptown Columbus BID

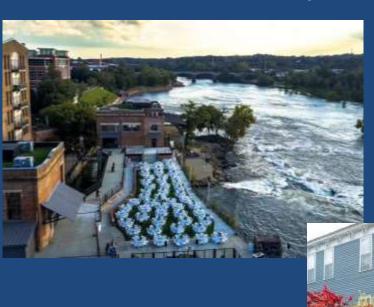






To Make Uptown an Inviting, Livable and Perpetually Active Place

- Page 161 -





Uptown Columbus Inc. Overview

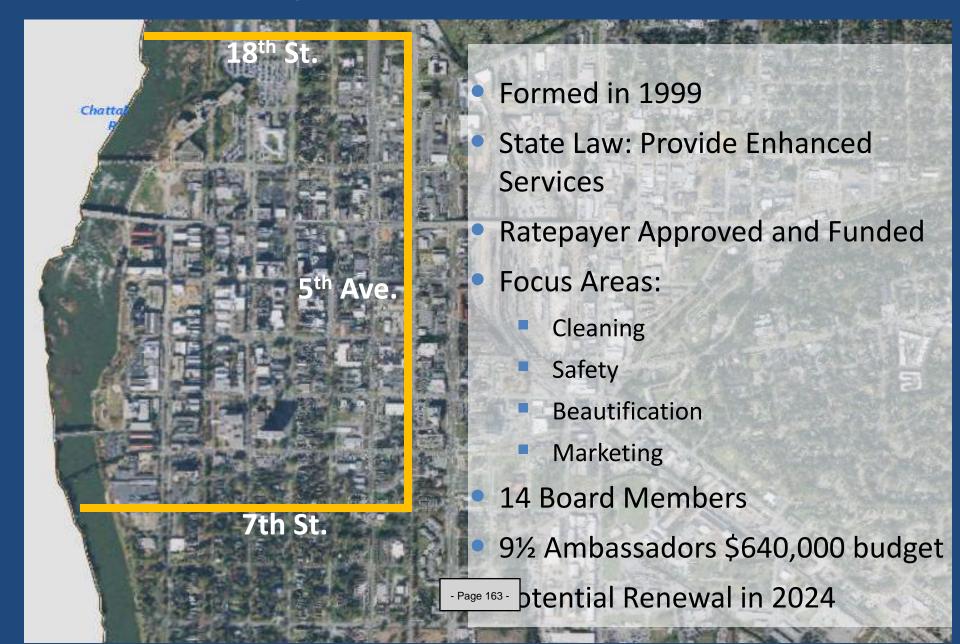


- Formed in 1983
- Focus Areas:
 - Economic Development
 - Placemaking
 - Urban Design and Planning
 - Special Events
 - Marketing
- Whitewater LLC formed in 2013
- Private sector led and directed
- 28 Board members
- 3½ Professional/office Staff
- \$569,000 UCI operating budget\$0 funding from City





Business Improvement District Overvi



Overview

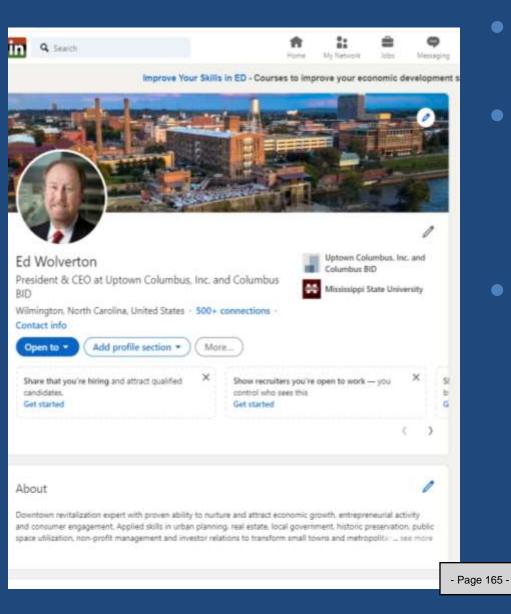
Item #III.

- \$540+ million total value
- 7,984+ employees
- 590+ businesses
- 6,658+ residents
- 112 shops, boutiques and salons
- 67 restaurants and bars
- 507,000 square feet of leasable commercial office space (excludes owner occupied)
- 3,593 publicly available parking spaces



A Quick Introduction



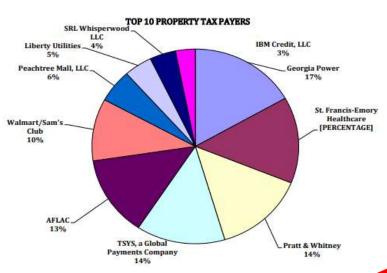


- 25+ years of Downtown development experience
- River Cities:
 - Wilmington NC
 - Wichita KS
 - Savannah GA
- Shared Traits with Uptown:
 - Dominant Business Center
 - Entertainment & Artistic Hub
 - Historic Setting w/ Authentic Vibe
 - Everyone's Neighborhood
 - Linchpin of Hospitality Sector
 - Emerging Residential
 - Experiential Social Networks

Data Driven Results



COLUMBUS BUSINESSES



Taxpayer	Type of Business	Taxes Levied		% autil
Georgia Power	Utility	\$ 3	3,592,289	17%
St. Francis-Emory Healthcare	Hospital	3	305	14%
Pratt & Whitney	Aerospace		,055,923	14%
TSYS, a Global Payments Company	Credit Card Processing	7	2,975,597	14%
AFLAC	Insurance	2	2,854,275	13%
Walmart/Sam's Club	Retail	2,210,55		10%
Peachtree Mall, LLC	Shopping Mall	1,175,603		5%
Liberty Utilities	Utility	944,168		4%
SRL Whisperwood LLC	Apartment Leasing		872,740	4%
IBM Credit, LLC	Lending		660,032	3%
Total of Top 10 Property Tax Payers		\$ 21	,413,745	

Note: Numbers provided per Muscogee County Tax Commissioner's Office for FY19. The information provided relates to the Consolidated Government's tax levies, and does not include taxes collected on behalf of other governmental entities. 1 Uptown

Georgia Power

St. Francis-Emory Healthcare

Pratt & Whitney

TSYS, a Global Payments Company

AFLAC

Walmart/Sam's Club

Peachtree Mall, LLC

Liberty Utilities

SRL Whisperwood LLC

IBM Credit, LLC

Mixed Use

Utility

Hospital

Aerospace

Credit Card Processing

Insurance

Retail

Shopping Mall

Utility

Apartment Leasing

Lending

Total of Top 10 Property Tax Payers

Introduction Columbus Business Profile

Uptown Economic Progress January 1 – December 31, 2020

Item #III.

New Businesses: 13

Estimated New Jobs: 50

FTE's

new sales

New Investment: \$74.8 m

- 42 Renovation andConstruction ProjectsGenerating \$62.4 million

- 53 Property Acquisitions gener- ating \$12.4 mill - Page 167-



Clean Team and Ambassadors



- Trash/Debris Removed: 154+ Tons
- Street Cleaning: 2,614 Hours
- Pressure Washing: 330 Hours
- Safety Patrol: 2,197+ Hours
- Revised Job Descriptions/Duties
- Universal Keyless Access for Bollards and Gates
- Security Coordination with the City
- Shared Compactor Service
- Streamlined Trash Collections with City
- Expanded Late-Night Security Service



Special Events and Marketing

Item #III.

- Launched New Website
- Shop, Dine, Entertain Brochure
- Market Days on Broadway
 - Socially Distanced
 - 121 Vendors
- Social Media Followers: 47,000+
- Monthly Newsletter Subscribers: 12,000+
- Pop Up Concert Series: 5 w/ CSU
- Mini Broadway Holiday Tree Light
- Uptown Tree Trail w/ CSU
- Small Business Saturday
 Neighborhood Champion







RushSouth Accomplishments

Item #III.

- Total Rafters: 23,125 (missed 2 months)
- Total Zippers 7,866 (missed 2 months)
- RushSouth Pole Banners
- Safety Signs
- Wayfinding Signs
- Kayak Photo Ops Installed
- Splashpad Repairs
- Island Restoration
- Highwater Alarms Replaced
- AJC Digital Ad Campaign
- Beautification, Rails, Gates, Signs
- Applied to Host Kayak Competition
- Incident Response Plan Created





Organizational Development & Fundrais

- Developed and adopted Strategic Plan
- Donor Contributions: \$175,857
- Giving Tuesday Raised \$4,090
- Donor Acknowledgement System Established
- Obtained PPP Loan/Grant
- Obtained EIDL Loan
- On-Boarded 2.5 New Staff Members
- Collaborations:
 - Chamber of Commerce
 - CVB
 - Historic Foundation
 - City of Columbus
 - Phenix City





Special Projects and Infrastructure



- COVID 19 Recover
 - Assisted w COLUMBUS CARES Act
 - Sustained Services Throughout the Pandemic
 - Curbside/Outdoor Space for Restaurants
 - Communications About SBAPrograms for Small Businesses
- Added New Banners
- New Toppers for Wayfinding Signs
- New Directional Blade Signs
- Beautification Projects: Flower Beds, Irrigation, Landscapin
- Lighting Riverwalk and Broadway

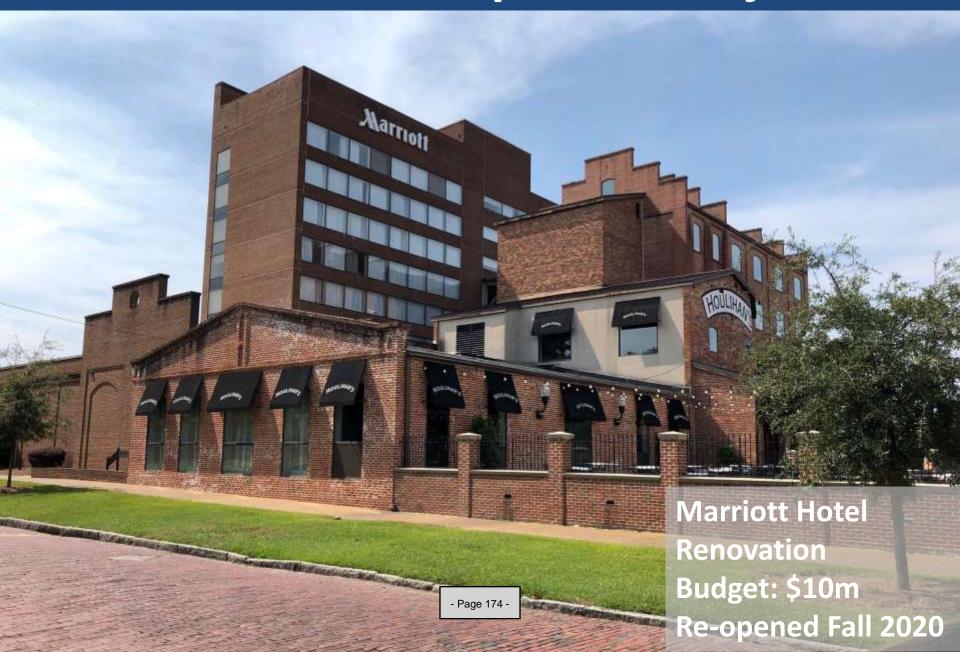




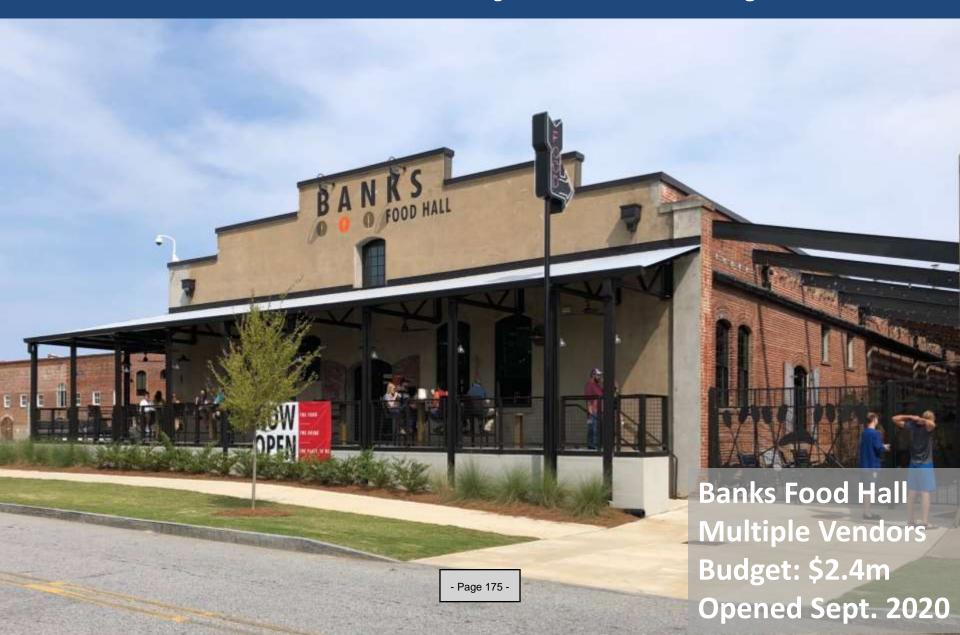




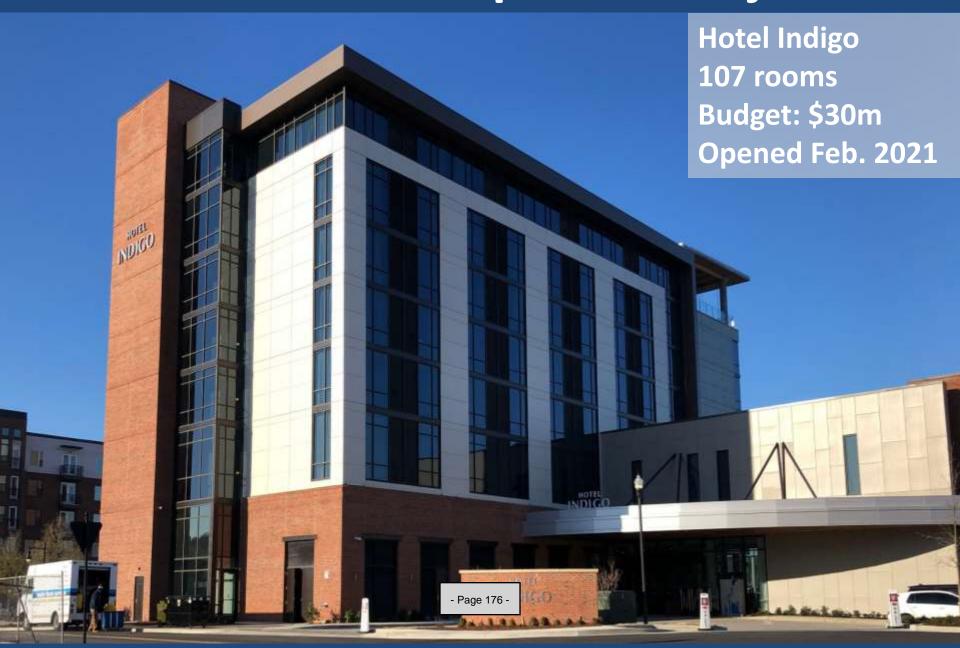




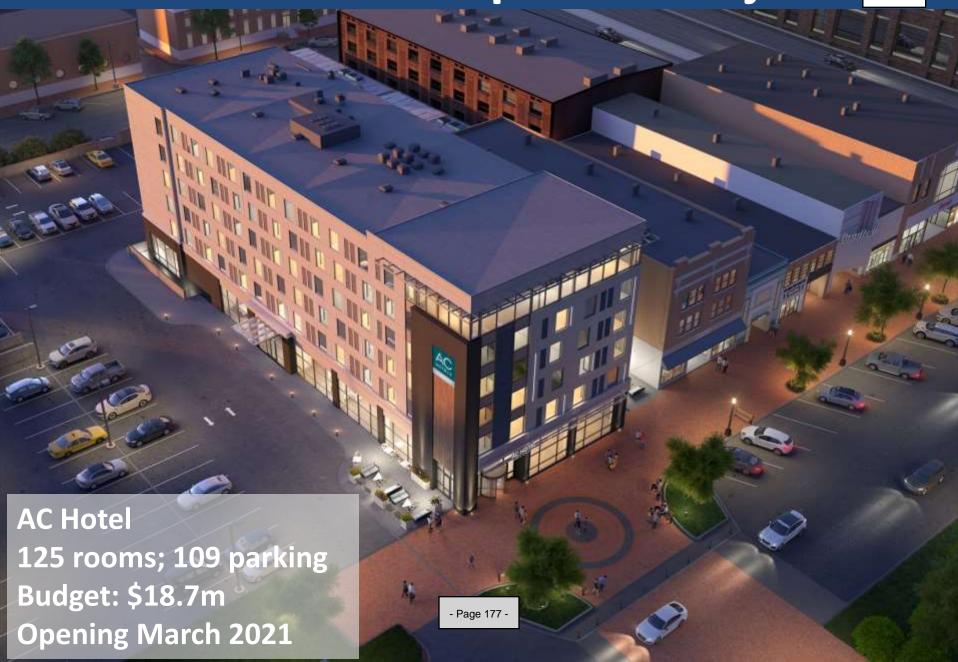




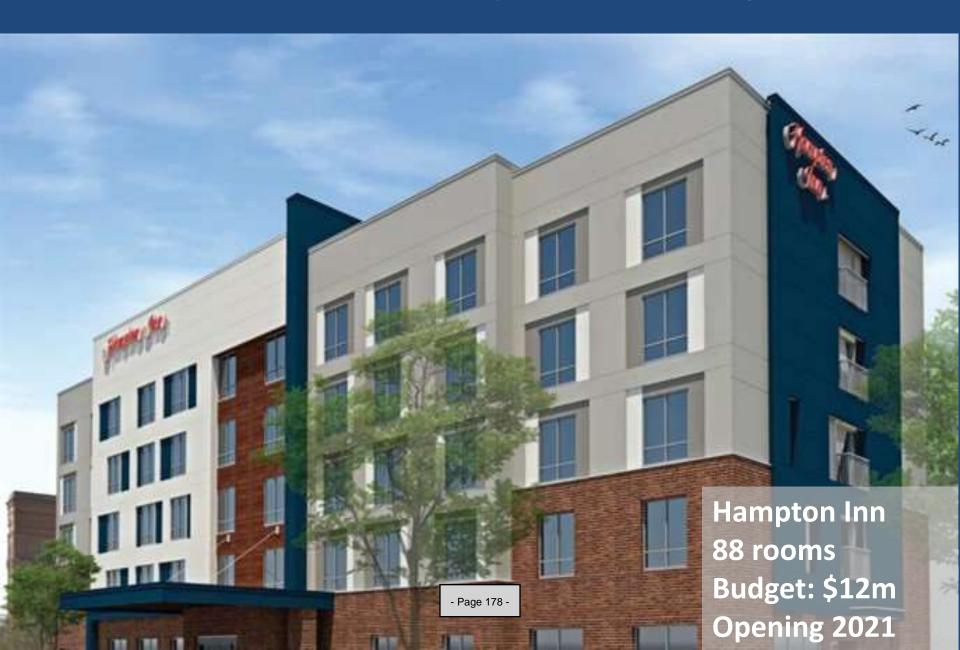




Item #III.



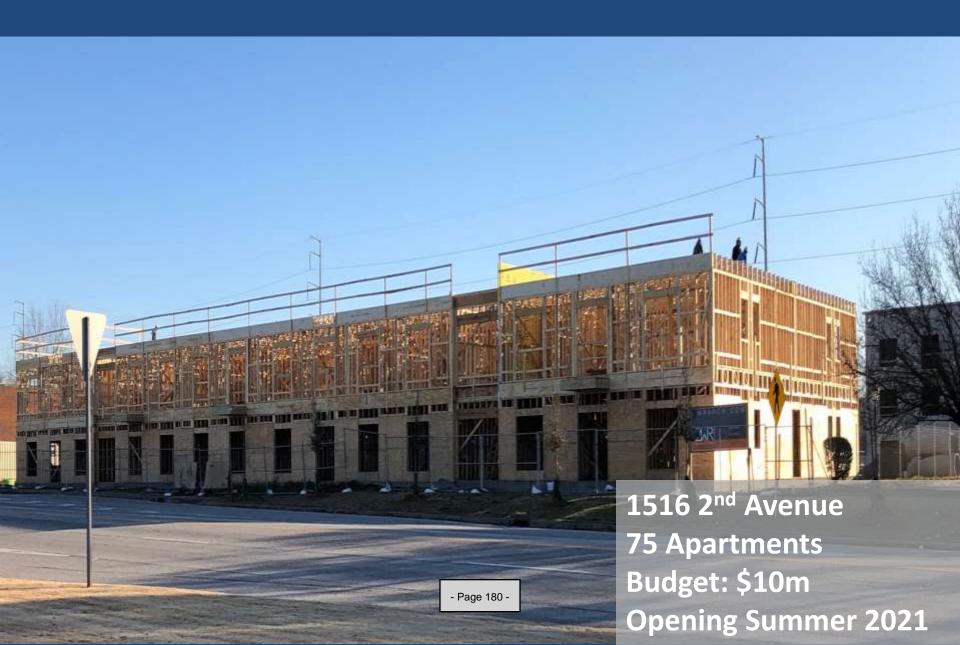




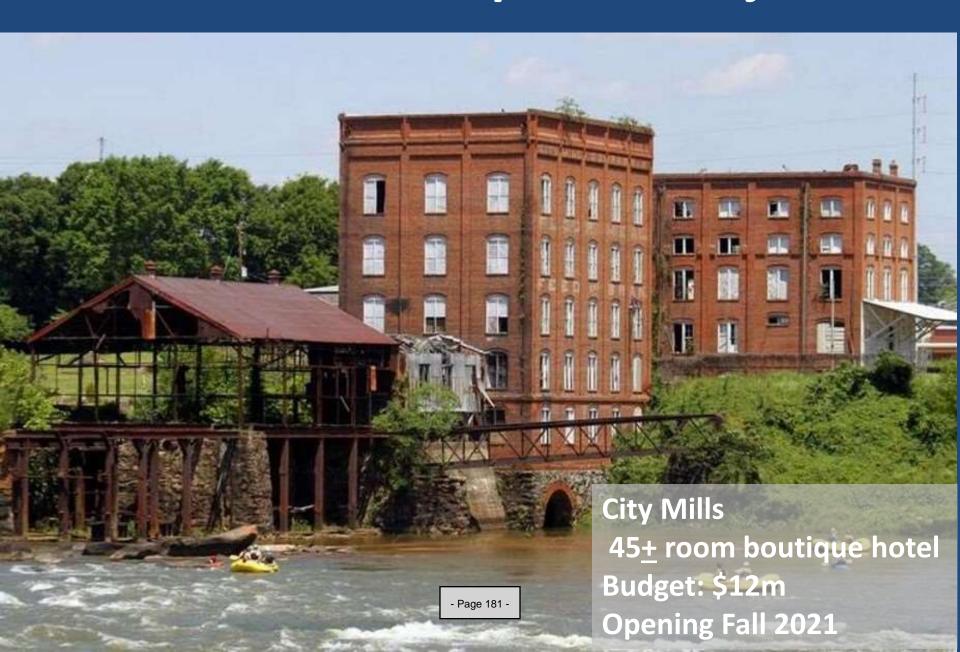




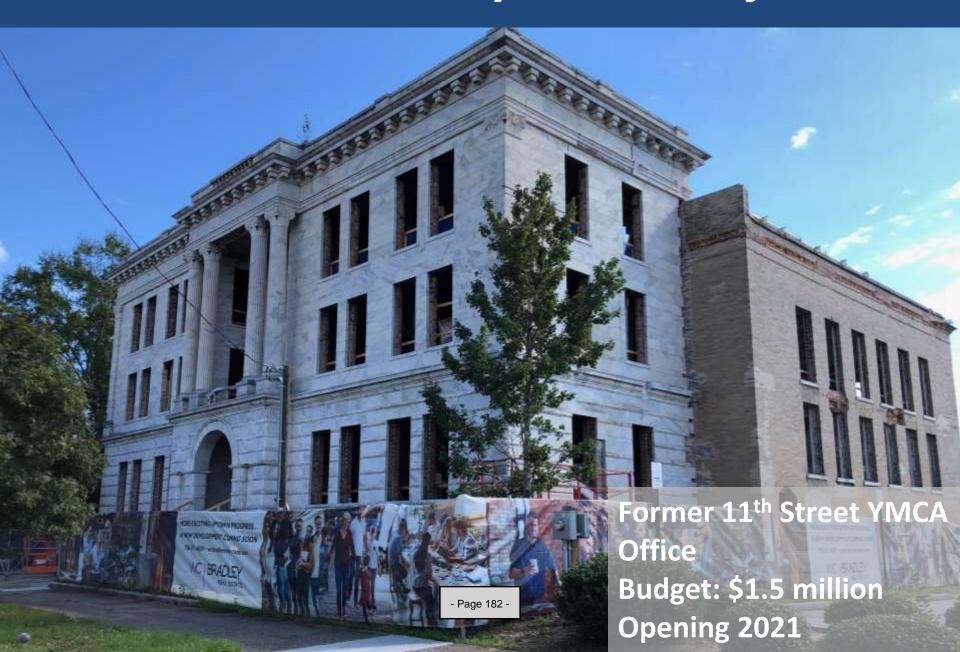




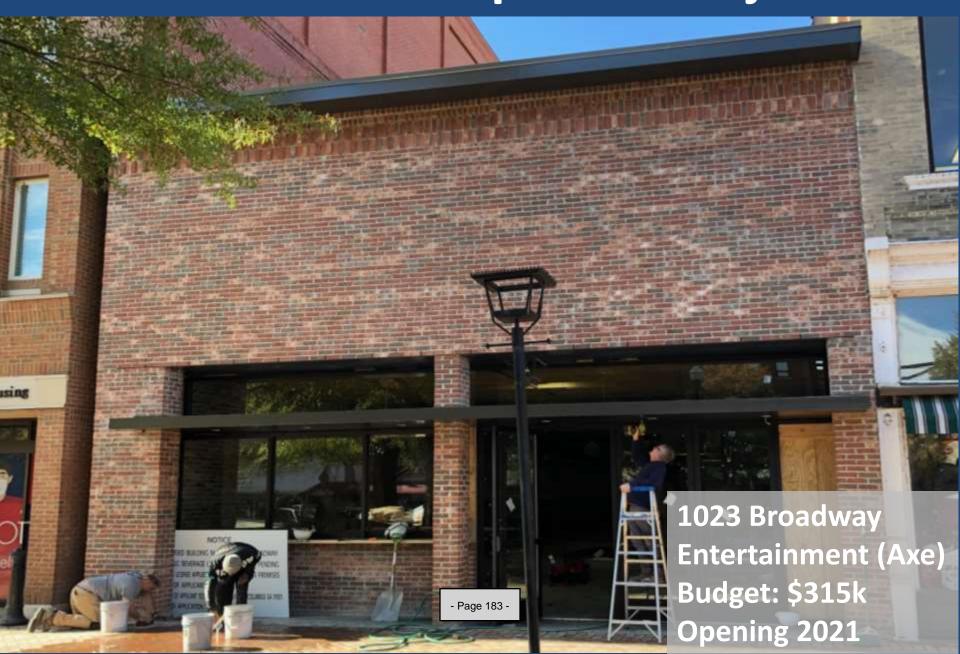




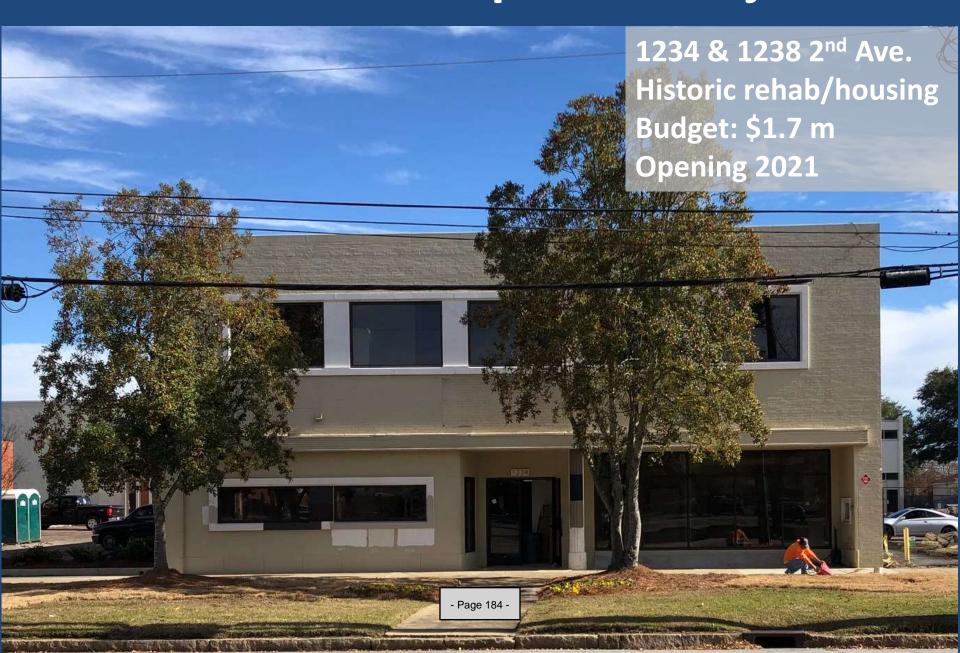




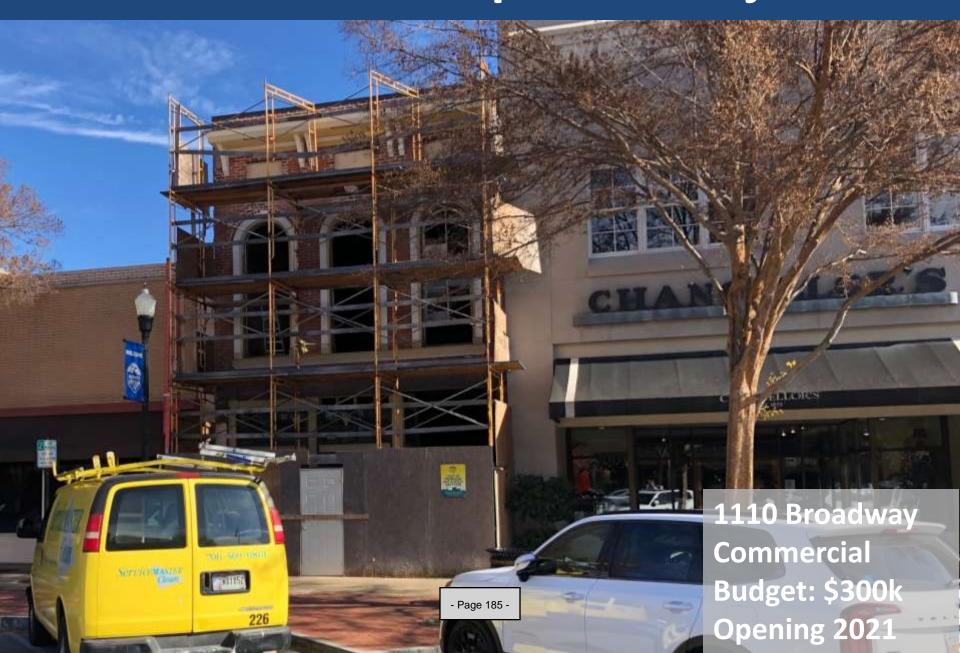
Item #III.













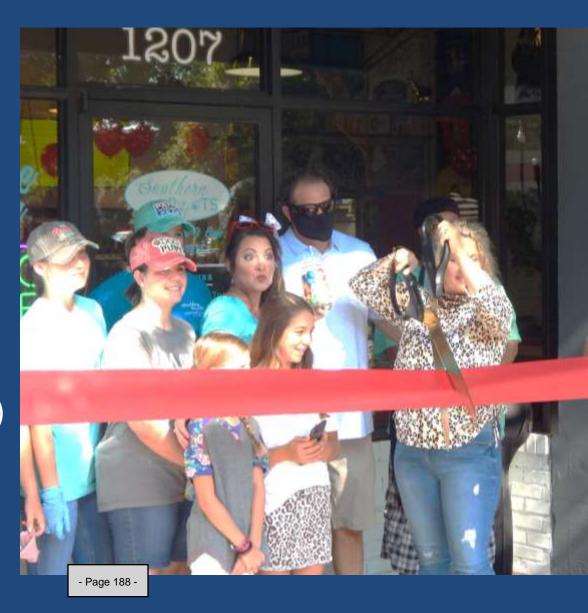






Other Development Projects & Issue

- Paid On-Street Parking
- Dragonfly Trail
- High Uptown District
- Trevoli's Italian Kitchen
- Southern Roots
- Gabion Wall Replacement
- Raft Launch: Power Pole Replacement
- Back That Axe Up
- Barnes and Noble (@ CSU)
- Frank's Alley
- Posh Peach (Gamache)
- New Committees
- Post COVID Recovery

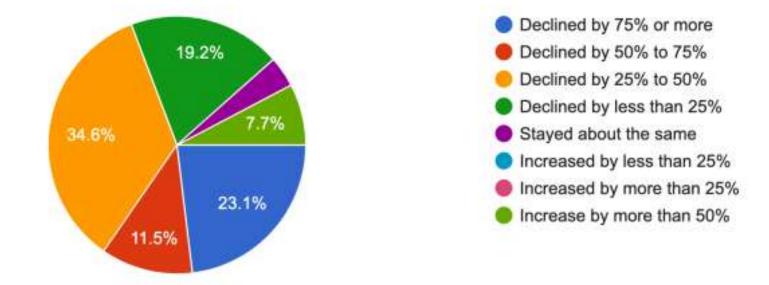


COVID Recovery



In comparing sales or revenue figures for the month of January through December 2019 to January through December 2020, my sales have (check one):

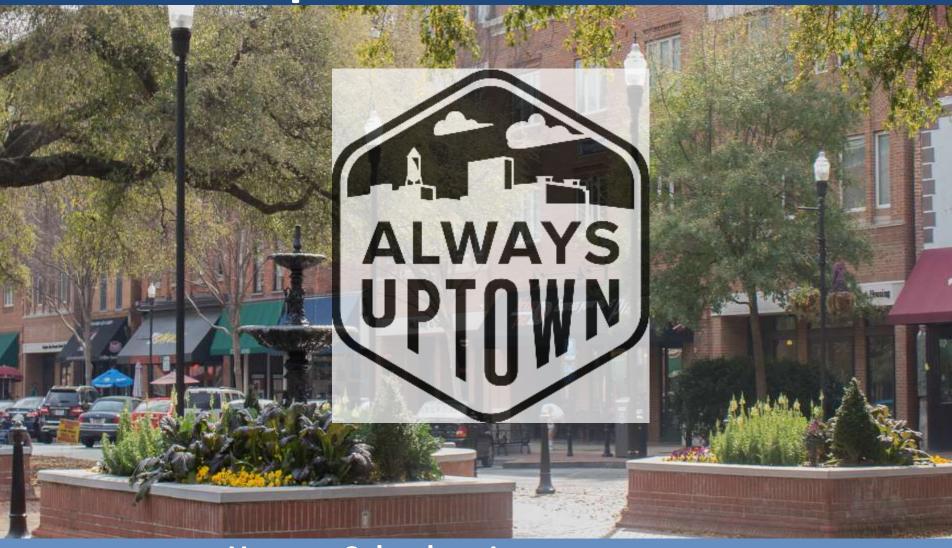




- 2/3rd reported sales decline of 25% or more (true for UCI)
- Loss of Full-time jobs: 8.9%
- Loss of Part-time jobs: 27 50/2
- Office workers return????

Uptown Columbus





More Information: Uptown Columbus, Inc.

ed@uptowncolumbusGA.com 706.596.0111

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File Attachments for Item:

IV. George Washington Carver Victory Garden & Farm: Growing Hope and Reclaiming Our Community - Ronzell Buckner and Irene Shaver

The George Washington Carver Victory Garden & Farm: Growing Hope & Reclaiming Our Community

Columbus, Georgia



Presentation for City Council March 2021

By Ronzell Buckner & Dr. Irene Shaver



REALM Ed Hoffman

TURN AROUND COLUMBUS

"empowering and inspiring youth with hope, opportunities, and the tools to succeed through community based edu Page 193- pn."

Our Legacy: Taking Back Neighborhoods [1607 #17]







The G.W. Carver HS Renovation

- Page 194 -



Where We Work



The grounds immediately south of j.d. davis elementary school & Marshall Success Center holds nearly 10.3 acres of undeveloped and underutilized land.

MLK Jr. Outdoor Learning Trail

Our Why



Strategic investment ges all these factors.



Principal Initiative

Turn Around Columbus is creating a 10-acre youthrun farm and community-based learning and innovation center to reclaim this community from cycles of poverty and violence and to create a new path forward for youth and their families of opportunity, hope, health, and productive community engagement.

Project Milestones



Ongoing

Partnership building

Getting community support and feedback

Volunteer engagement



November 2020

Professional design & costing process with REALM, Ed Hoffman & Turner Construction

Farm production design process with FSVU & Tuskegee



March 2021

Homegrown Hope Program begins

Hope Dealer Farm Leader Program begins

School Board signs MOU with TAC

Crime Prevention grant received



Dr. MLK Outdoor Learning Trail opens

Groundbreaking for G.W. Caver Victory Garden & Farm

January 2021

5-8 acres of food production & orchards

40 youth jobs

City-wide education programming

Community events & nutrition education

Upcoming

- Page 198 -













The Design:

Turn Around Columbus'
vision for community building
and experiential education coupled with
strong professional urban design elevates human
behavior, creates economic opportunity, and
restores dignity.







I REALM



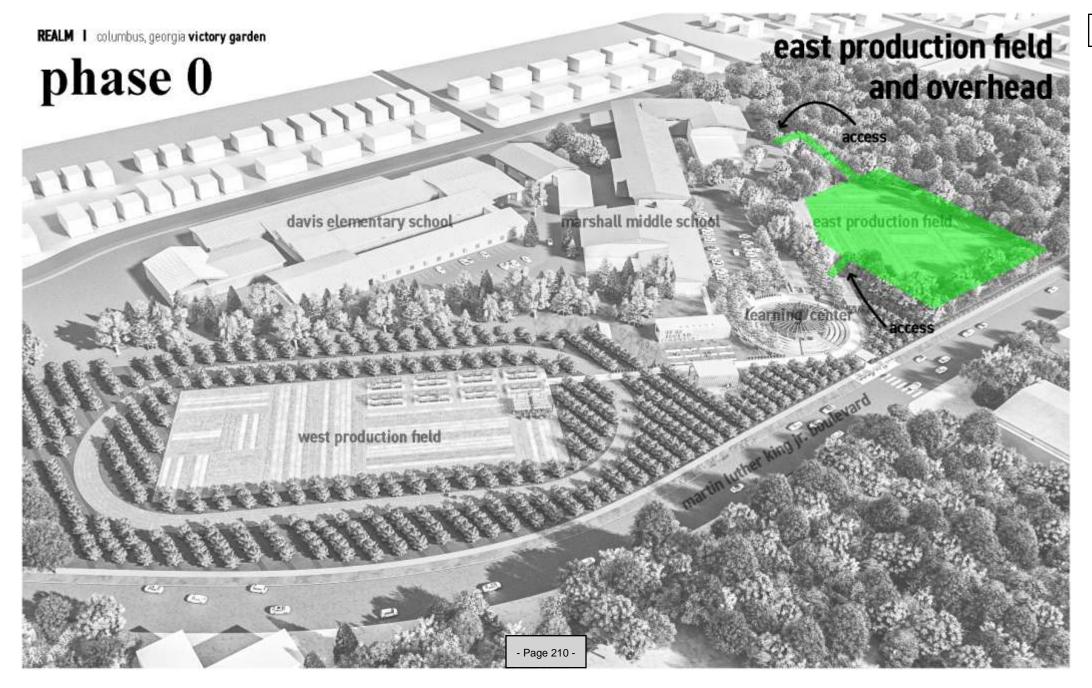


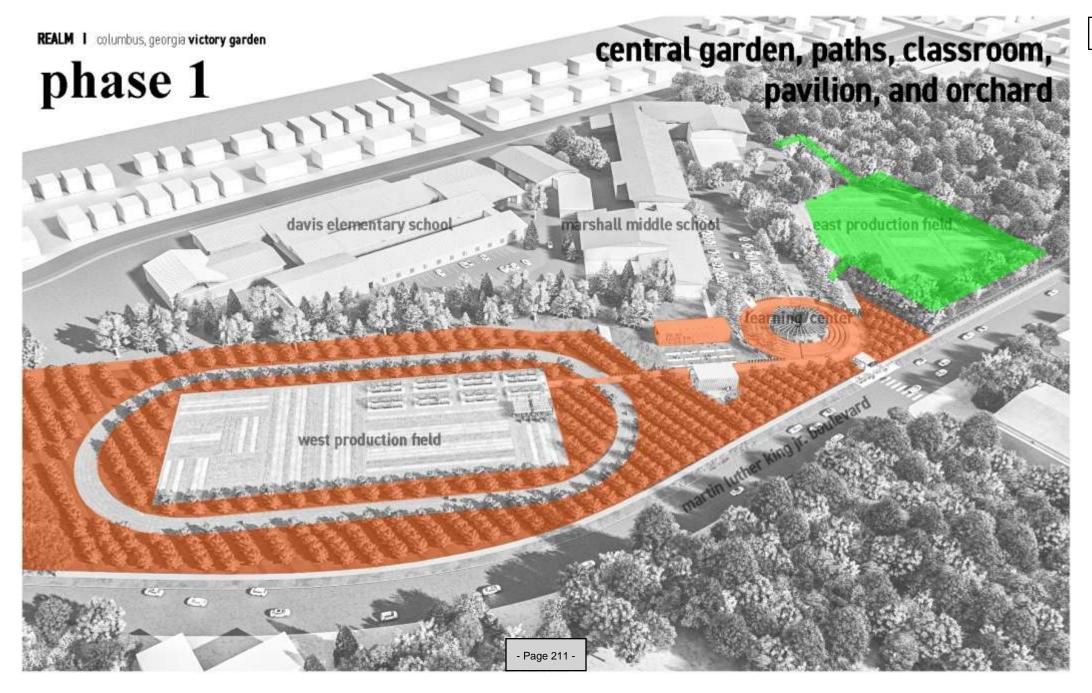


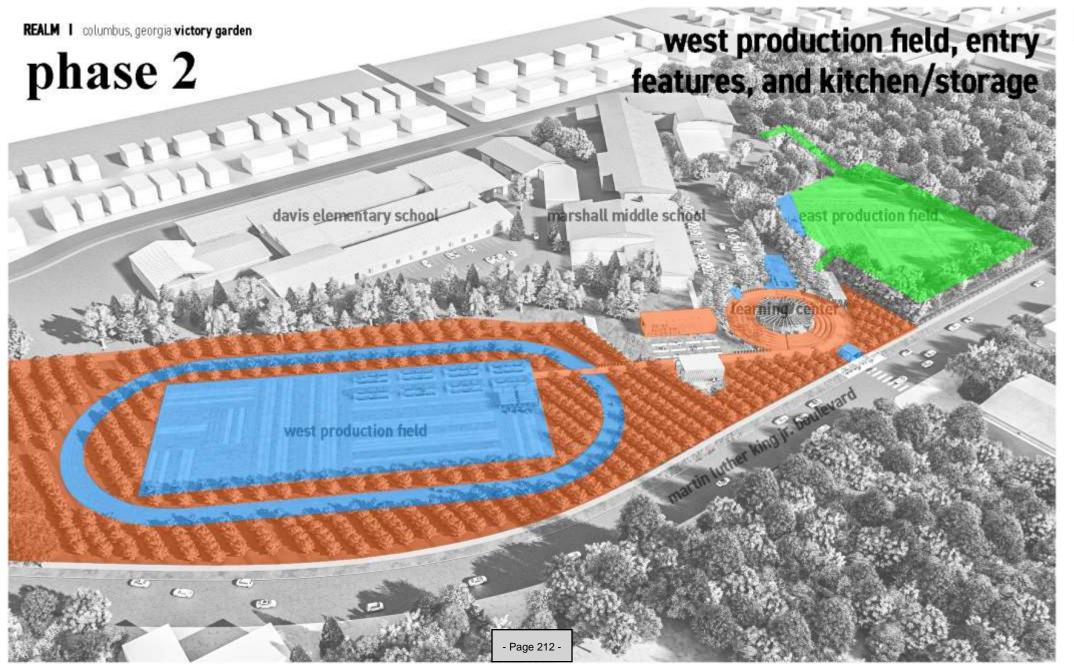


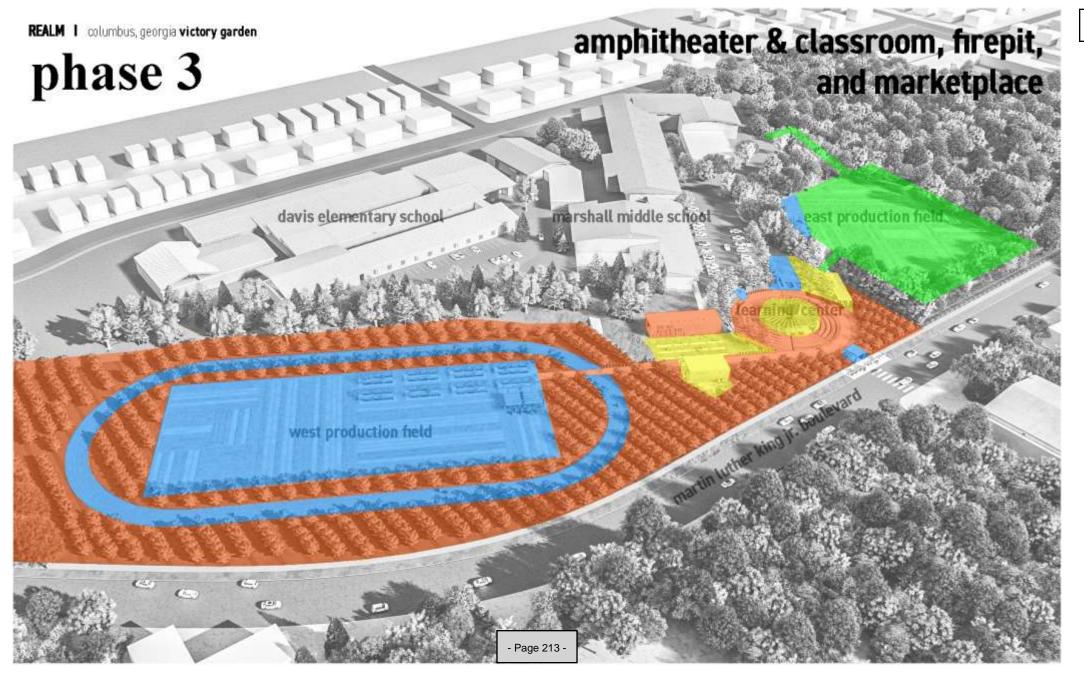


REALM









We are seeking 4.9 Million

Phase 0 (2020-21)	Phase 1 (2021-22)	Phase 2 (2022-23)	Phase 3 (2023-24)
\$643,175.00	\$1,581,202.00	\$1,475945.00	\$557,112.00

Hard Cost Total (all phases)	\$4,257,434.00	
Estimate Total (all phases + contingency)	\$4,925,434.00	
Cost per square foot (entire project)	\$11.14	

To reclaim this community, educate, restore hope and opportunity, generate peace, and forever change the trajectory of young people's lives.

Our Partners

Muscogee County School District

J.D. Davis Elementary

Fort Valley State University

Tuskegee University

Midtown Inc.

Columbus Housing Authority

Columbus Water Works

Keep Columbus Beautiful

Community Foundation of the Chattahoochee Valley

Chester's BBQ

Dragonfly Trails

Rawson Strong

Teen Resource 5

Masters of the Arts Youth Organization

American Youth Film Festival

Turnaround America Inc.

First African Baptist Church

Home ACE Hardware

2WR

Hecht & Burdeshaw

Our Donors

City of Columbus Crime Prevention Program

Department of Public Health-SNAP ED Program

Brad Turner

Galen Shaver & Judy Anderson

Charlie Ray

Ed Hoffman

Our In-kind Donors

REALM Collaborative

Ed Hoffman

2WR

Hecht & Burdeshaw

Fort Valley State University

Our Volunteers

J.D. Davis Teachers and Principal

Kenneth B. Walker Residential Home Residents

Carver High School Football Team

Shaw High School 4H Program

Northside High School Honor Society

And many

- Page 215 -



Reclaiming our Community

149 people have volunteered just this year!

Support Us & Join Us on the Farm:

- 1. Make a **financial contribution** on our website http://turnaroundcolumbus.com or send a check to Turn Around Columbus 612 Dirk Way, Columbus, GA
- 2. Come **volunteer** mornings during the week or Saturdays/Sundays 11-1.
- 3. **Visit** us: Lets book a city council tour/workday at the Farm!
- 4. **Buy** our produce, plants, eggs, & honey!
- 5. **Donate** tools, materials, or skill share.
- 6. **Spread** the word, connect us with resources or people, and generate support for our project!
- 7. **Sponsor** a raised bed/flower box along the Dr MLK Jr Outdoor Learning Trail.
- 8. **Sponsor** one or more of our youth entrepreneurs.
- 9. **Partner** with us! Contact TAC by phone: <u>706-940-2101</u> or turnaroundcolumbus@gmail.com
- 10. Invite us to speak to your group or organiz her live or electronically.

Questions:



- Page 217 -

File Attachments for Item:

V. Consolidated Plan Update - Rob Scott, Community Reinvestment Director



What is the HUD Consolidated Plan

The Columbus, GA Five-Year Consolidated Plan (Con Plan) is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) in order for the City to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. This HUD Con Plan consolidates into a single document the planning and application requirements for the following federal programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)

What is the HUD Consolidated Planning Process

- The City's HUD Consolidated Plan provides data on trends and conditions related to Columbus' current and future affordable housing and community development needs. The analysis of this data has been used to establish priorities, strategies, and actions that the City will undertake to address these needs over the next five years.
- Annually, the City will develop a HUD Action Plan in which it will describe the planned investment of federal resources to address the needs identified in the Consolidated Plan.
- Annually, the City will aggregate beneficiaries and expenditures to report on accomplishments and progress toward HUD Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

What is the HUD Consolidated Plan's Purpose

The purpose of the Columbus Consolidated Government's HUDConsolidated Plan is to:

- Assess the City's affordable housing and community development needs
- Analyze the City's housing markets
- Articulate the City's priorities, goals, and strategies to address identified needs, and
- Describe the actions the City will take to implement strategies for affordable housing and community development.

The HUD Consolidated Plan components are:

- Executive Summary
- The Process
- Needs Assessment
- Market Analysis
- Strategic Plan
- Action Plan

Executive Summary-ES

The Executive Summary provides an overview of the HUD Consolidated Plan. It summarizes the needs of the community, drawn conclusions, and identifies our course of action in a complete but brief synopsis.

- Introduction
- Summary of the objectives and outcomes identified in the Needs Assessment Overview
- Evaluation of past performance

Item #V.

HUD Consolidated Plan Components

The Process-PR

The **Process** acutely identifies how the Columbus Consolidated Government conducted the HUD Consolidated Planning process. It includes all parties and institutions who have participated in its development.

- Stakeholder Interviews
- Public Needs Hearing
- Neighborhood Public Needs Meetings
- Web-based Citizen Survey
- Consolidated Plan Public Comment Period

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Item #V.

HUD Consolidated Plan Components

Needs Assessment

The **Needs Assessment** is based on an analysis of housing problems across the Columbus Consolidated Government by income level among renters, owners, and households with special needs.

Needs Assessment Components

- NA-10 Housing Needs Assessment
- NA-15 Disproportionately Greater Need: Housing Problems
- NA-20 Disproportionately Greater Need: Severe Housing Problems
- NA-25 Disproportionately Greater Need: Housing Cost Burdens
- NA-30 Disproportionately Greater Need: Discussion
- NA-35 Public Housing
- NA-40 Homeless Needs Assessment
- NA-45 Non-Homeless Special Needs Assessment
- NA-50 Non-Housing Community Development Needs

Market Analysis

The Market Analysis identifies the need to preserve existing affordable housing opportunities while advancing efforts to create a diverse supply of additional affordable units. It identifies

- Page 228 -

Market Analysis Components

- MA-10 Number of Housing Units
- MA-15 Housing Market Analysis: Cost of Housing
- MA-20 Housing Market Analysis: Condition of Housing
- MA-25 Public and Assisted Housing
- MA-30 Homeless Facilities and Services
- MA-35 Special Needs Facilities and Services
- MA-40 Barriers to Affordable Housing
- MA-45 Non-Housing Community Development Assets

Item #V.

HUD Consolidated Plan Components

Strategic Plan

The Strategic Plan is based on an analysis of housing problems across the Columbus Consolidated Government by income level among renters, owners, and households with special needs.

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Strategic Plan Components

- SP-10 Geographic Priorities
- SP-25 Priority Needs
- SP-30 Influence of Market Conditions
- SP-35 Anticipated Resources
- SP-40 Institutional Delivery Structure
- SP-45 Goals Summary
- SP-50 Public Housing Accessibility and Involvement
- SP-55 Barriers to affordable housing
- SP-60 Homelessness Strategy
- SP-65 Lead based paint Hazards
- SP-70 Anti-Poverty Strategy
- SP-8o Monitoring

Action Plan

The **Action Plan** provides strategies and investments of resources to address housing and community development needs as well as barriers to fair housing

Strategic Plan Components

- AP-15 Expected Resources
- AP-20 Annual Goals and Objectives
- AP-35 Projects
- AP-38 Project Summary
- AP-50 Geographic Distribution
- AP-55 Affordable Housing
- AP-60 Public Housing
- AP-65 Homeless and Other Special Needs Activities
- AP-75 Barriers to affordable housing
- AP-85 Other Actions
- AP-90 Program Specific Requirements

Item #V.

Consolidated Annual Performance and Evaluation Report (CAPER)

CAPER

The **CAPER** reports on accomplishments and progress toward Consolidated Plan goals.

CAPER Components

- CR-o5 Goals and Outcomes
- CR-10 Racial and Ethnic composition of families assisted
- CR-15 Resources and Investments
- CR-20 Affordable Housing
- CR-25 Homeless and Other Special Needs
- CR-30 Public Housing
- CR-35 Other Actions
- CR-40 Monitoring
- CR-45 CDBG
- CR-50 HOME







File Attachments for Item:

VI. TSPLOST Update - Rick Jones, Planning Director

2022 TIA/TSPLOST Columbus City Council March 30, 2021



Brief History

2010

Georgia Legislature
approves the
Transportation
Investment Act
allowing planning
regions to use a 1
percent sales tax for
transportation
improvements for 10
years

2011

River Valley Regional
Roundtable
identifies the
transportation
projects for the
region with 75
percent of the funds
to go to
infrastructure
projects and 25
percent for
discretionary items

2012

Election is held in November and the proposed regional transportation projects are approved.

2013

Work begins on the 8 approved projects in Columbus with US 27/Custer Road being the first.

2021

Five of the eight project have been completed with the remaining three under design or construction.

TIA Regions



River Valley Project List

Total Projects: 23

Projects Under Construction: 8

Projects Completed: 12

Original Approved Budget (2011 Dollars): \$410,754,730.00

Total Expenditure to Date: \$189,957,669

Heart of Georgia

Total Projects: 764

Projects Under Construction: 81

Projects Completed: 582

Original Approved Budget (2011 Dollars): \$366,631,175.00

Total Expenditure to Date: \$132,415,714

Central Savannah River Area

Total Projects: 84

Projects Under Construction: 18

Projects Completed: 52

Original Approved Budget (2011 Dollars): \$713,019,813.00

Total Expenditure to Date: \$254,878,848

Southern Georgia

Total Projects: 151

Projects Under Construction: 24

Projects Completed: 42

Original Approved Budget (2017 Dollars): \$408,763,452.19

Total Expenditure to Date: \$32,296,655

- Page 240 -

River Valley Regional Commission _



REGIONAL ROUNDTABLE

- Consists of 32 members two from every county
 - Mayor Henderson and Councilor Thomas

ROUNDTABLE EXECUTIVE COMMITTEE

- Consists of 8 members
 - 5 members elected from the Roundtable
 - Mayor Henderson is a member
 - 2 members from the House of Representatives
 - Senator from the regional delegation

ROUNDTABLE TIMELINE

- May 31, 2021 Deadline for regional projects to be submitted
- October 2021 Roundtable convenes to select final regional projects
- March 2022 Final investment list considered by the voters in the region

Criteria for Project Selection .

Guiding Principles - The following principles guided the development of the investment criteria:

- Investment list is developed with a focus on deliverability
- Projects are from existing plans and/or studies (for example, the GDOT work program, MPO long range plan and short-range program, county transportation studies, etc.)
- Investment list is consistent with the policies of the Statewide Strategic Transportation Plan and the MPO's plan if applicable.
- Investment list encourages effective multimodal solutions that appeal to a broad spectrum of the region's citizens.

Budget for Project Selection

10 Year TIA Forecast	\$ 641,620,246.44
Local Discretionary 25%	\$ 160,405,061.61
GDOT Administration of the Program (4% of regional projects)	\$ 19,248,607.39
Reduction due to Inflation 3%	\$ 76,442,388.18
Present Value for Project Budgets	\$ 385,524,189.26

January 2021 Projections - Draft until approved by the State Fiscal Economist

. Criteria for Project Selection ._____

Project Areas	Target Ranges
Roadway Capital	50-70%
Transit Capital	0-10%
Transit Operations and Maintenance	0-10%
Safety	15-30%
Traffic Operations	0-20%
Non-motorized (Bike/Pedestrian)	0-5%
Freight and Logistics	2-10%
Aviation	0-5%
Roadway and Bridge Maintenance (Asset Management)	0-5%

Criteria for Project Selection ___

ROADWAY CAPITAL (50 – 70%)

Project Name	Project Description	Total Cost
Cusseta Road Widening	Widen from two lanes to three lanes and reducing the four-lane segment to three lanes from 10th Avenue to Fort Benning Road. Project to include roundabouts at North Lumpkin & 23rd and Brown Avenue and Andrews Road with multiuse trails and sidewalks.	\$13,943,400.00
Whitesville Road Widening	Widen from two lanes to three lanes from Whittlesey Road to Williams Road. Project to include intersection improvements or roundabouts with sidewalks and multiuse trail.	\$12,526,300.00
Buena Vista Road Corridor Improvements	Widening from two and four lanes to three lanes) - from Wynnton Road to Illges Road. Project to include sidewalks and a multiuse trail.	\$7,100,000.00
Williams Road Widening	Widen from two to three lanes from SR 1/ US 27 to I-185. Project to include roundabouts at I-185 and at Fortson Road and pedestrian/bicycle facilities.	\$17,491,000.00
Forrest Road Widening	Widen Forrest Road from Macon Road to Woodruff Farm Road from 2 lanes to 3 lanes with a roundabout at Trinity and Forrest. This project will include sidewalks and multiuse trail. - Page 247 -	\$15,150,000.00

Criteria for Project Selection ____

ROADWAY CAPITAL (50 – 70%)

Project Name	Project Description	Total Cost
County Line Road/Mehaffey Road/Central Church Road	County Line Road/Mehaffey Road/Central Church Road Improvements - Muscogee and Harris Counties - (Interchange/ Intersection Improvements, Widen Bridge, and Widen Mehaffey Road from 2 lanes to 3 lanes). Road improvements to include pedestrian/bicycle facilities.	\$36,450,000.00
Brennan Road Improvements	Brennan Road Improvements - Buena Vista Road to Cusseta Road. Widening from 2 to 3 lanes with sidewalks, multiuse trail, streetscapes.	\$4,650,000.00
Lynch Road @ Manchester Expressway	Construct a new Interchange (Bridge will be a two lane road with center turn lane). Widen Lynch Road from Beaver Run Road to Warm Springs Road from 2 to 3 lanes.	\$47,863,845.49
Interstate 14		\$0.00
Old Double Churches Road	Pave/Resurface Dirt Road. Project to include grading, drainage, curb cuts, paving and sidewalks.	\$822,330.00
	- Page 248 - TOTAL COST	\$155,996,875.49

Criteria for Project Selection ___

ROADWAY CAPITAL (50 – 70%)

Project Name	Project Description	Total Cost
Illges Road / Ridgon Road Improvements	Illges Road to Rigdon Road to Macon Road. Widen from 2 to 3 lanes with sidewalks, multiuse trail, landscaping and a roundabout at Illges / Ridgon Road	
Andrews Road Improvments	Andrews Road from Buena Vista Road to Cusseta Road. Widen from 2 to 3 lanes with sidewalks, multiuse trail and landscaping.	TBD
Morris Road Improvements	Morris Road from Buena Vista Road to Macon Road. Widen from 2 to 3 lanes with sidewalks, multiuse trail and landscaping.	

Criteria for Project Selection ___

TRANSIT CAPITAL (0 - 10%)

Project Name	Project Description	Total Cost
Electric Buses	The acquistion of twelve (12) thirty-five foot (35') electric buses to replace existing retiring combustion engine	
	buses.	\$10,200,000.00
Golf Cart Trams	Funds will be used to purchase four (4) ADA accessible golf cart trams. These trams will be used to provide a shuttle service to citizens in Uptown Columbus and	
	service to the parking garages.	\$184,000.00
	TOTAL COST	\$10,384,000.00

Criteria for Project Selection ____

TRANSIT OPERATIONS – MAINTENANCE (0 – 10%)

Project Name	Project Description	Total Cost
Maintenance Fleet Technicians	Funds for maintenance personnel costs to hire two (2) certified fleet technicians to maintain electric vehicles and hybrid vehicle	\$1,200,000.00
METRA Maintenance Buildings Renovation and Restoration	Funds will be used to fully renovate and restore METRA's Upper and Lower Maintenance Buildings. The buildings are over fifty years old and require major renovations. The Buildings also need to be retrofitted to accommodate for new infrastructure and technology.	\$4,000,000.00
METRA Transfer Center Expansion and Renovation	Funds will be used to construct an expansion building for the METRA Transfer Center and to renovate the existing Transfer Center building. The existing building provides limited space for the public's use.	\$4,070,000.00
Electric Bus Charging Stations	The installation of new charge station infrastructure at the METRA campus is necessary to accommodate for the acquisition of twelve (12) electric buses. This project will help METRA meet federal targets for transit system bus electrification.	\$720,000.00

Criteria for Project Selection ____

TRANSIT OPERATIONS - MAINTENANCE (0 - 10%)

Project Name	Project Description	Total Cost
Tram Drivers	Funds will be used to recruit four (4) certified Class C drivers to provide a shuttle service for citizens in Uptown	•
	Columbus.	\$3,300,000.00
Electric Vehicle Charge Stations	The Installation of electric vehicle charging stations at City-Owned parking garages, the Columbus Civie Center, and at designated park and ride locations throughout the	
	City.	\$152,000.00
	TOTAL COST	\$13,442,000.00
Re-brand/Rehab Transit System/Buses		
Park n Ride - Blanchard	METRA Staff will work on cost for each	
METRA Operating Funds		

SAFETY (15 – 30%)

Project Name	Project Description	Total Cost
Steam Mill Road Improvements	Steam Mill Road Improvements - Buena Vista Road to end of road. Widening from 2 to 3 lanes with sidewalks, multiuse trail, streetscapes, adding a pedestrian bridge across I-185.	\$20,950,000.00
Second Avenue Streetscape	Construct a streetscape from Manchester Expressway to Talbotton Road/19th Street. Project to include multiuse trails, sidewalks, landscaping.	\$16,160,000.00
University Avenue Road Diet/Streetscape	University Avenue - Reduce roadway from four (4) lanes for two (2) lanes from Manchester Expressway to Macon Road. Project to include pedestrian/bicycle facilities.	\$4,000,000.00
South Lumpkin Road Streetscape	South Lumpkin Road Streetscape - from Victory Drive to Roundabout. Project to include pedestrian/bicycle facilities.	\$8,729,000.00
Double Churches Road Improvements	Double Churches Road Improvements from Veteran's Parkway to River Road. Project to include Multiuse Trail and sidewalks with intersection improvements or roundabout at Double Churches & Whitesville Road.	\$10,982,060.00
	TOTAL COST	\$60,821,060.00

TRAFFIC OPERATIONS (0 – 20%)

Project Name	Project Description	Total Cost
Schomburg Road/JR Allen Parkway	Ramp Improvements on the Eastbound and Westbound ramps	\$4,342,000.00
Schomburg Road-Blackmon Road Connector (East Bound)	Convert the intersection from a stop-controlled intersection to a two-lane roundabout	\$4,480,000.00
JR Allen / US 80 / Blackmon Road (West Bound On-Ramp)	JR Allen/US 80 / Blackmon Road - Convert the intersection of Blackmon Road and the US 80 Westbound on-ramp from a stop-controlled intersection to a two-lane roundabout	\$4,480,000.00
13th Avenue / 17th Street / Linwood Boulevard	Construct a roundabout	\$5,650,000.00
Forrest Road @ Schatulga Road	Construct a roundabout	\$4,480,000.00
Edgewood Road @ Clubview	Construct a roundabout TOTAL COST	\$5,650,000.00 \$29,082,000.00
Civic Center Entrance and Lumpkin Boulevard	Intersection Improvement/ Streetscape Project	TBD
Martin Luther King Jr. Boulevard @ Shepherd Drive	Construct a roundabout	

NON-MOTORIZED (BIKE/PEDESTRIAN) - (0 - 5 %)

Project Name	Project Description	Total Cost
Liberty Theater Block Enhancement (8th Avenue)	Streetscape Enhancement along 8th Avenue and 7th Avenue from 8th Street to 9th Street.	\$910,252.00
Sidewalks along Various Roads	Construct 22.76 Miles of sidewalk along various roads in Columbus.	\$17,642,527.40
Road Sharrows/Bike Lanes on Various Roads	Construct road sharrows/bike lanes along various road in Columbus	\$91,239.00
Multiuse Trails along Various Roads	Construct multi-use trails along various road in Columbus	\$9,391,327.00
Bradley Park Drive Complete Streets Project	Bradley Park Drive from Whittlesey Road to River Road. Project to include multi-use trail and sidewalks.	\$4,480,576.00
Mobley Road - Complete Streets Project	Mobley Road Improvments from Whitesville Road to River Road. Project to include multi-use trail and sidewalks (Streetscapes).	\$4,980,000.00
Columbus River Walk	Resurface parts of the Columbus River Walk from the Trade Center to Oxbow and from City Mills to North Highland Dam	\$0.00

NON-MOTORIZED (BIKE/PEDESTRIAN) - (0 - 5 %)

Project Name	Project Description	Total Cost
Dinglewood/Lakebottom	DF Dinglewood/Lakebottom Connector - Wynnton Rd +	
Connector	Warren Williams/18th Street + Garrad Street - This project	
	will construct ~2.2 miles of multi-use paths starting at the	
	intersection of Wynnton Rd/ Warren Williams Rd,	
	through 13th Street to 18th Avenue, and 18 Avenue Street until reaching the intersection with Garrad Street.	\$2,851,605.00
Diver Deed Connector	DF River Road Connector - North Riverwalk	\$2,651,605.00
River Road Connector	trailhead/River Road Roundabout - This project will	
	construct ~.95 miles of multi-use trails starting from Lake	
	Oliver Road (utility road), continuing northbound through	
	greenspace - parallell to River Road until reaching Cascade	
	Ct and Green Island Drive. The remaining portion of this	
	project would ony consist of sharrows until reaching the	
	River Road roundabout.	\$4,769,520.00
5th Avenue Connector	DF 5th Avenue - 14th Street/ 10th Street - This project will	
	construct .5 miles of multi-use paths to connect the 14th	
	Street Connector to the Linwood Connector.	\$632,521.00

NON-MOTORIZED (BIKE/PEDESTRIAN) - (0 - 5 %)

Project Name	Project Description	Total Cost
Bull Creek Connector	DF Bull Creek Conector - Rigdon Park/Woodruff Farm Road Soccer Complex - This project would construct ~ 9.5 miles of multi-use paths following the Bull Creek until reaching the Woodruff Farm Road Soccer Complex. This project would act as a connector to the Riverwalk and MLK Connector for the eastside of Columbus, GA.	\$11,993,940.00
Cooper Creek Connector	DF Cooper Creek Connector - Warm Springs Rd/Woodruff Farm Soccer Complex - This project would construct ~ 5.7 miles of multi-use trails starting at the Warm Springs Road intersectipn on the Fall Line Trace, connect Cooper Creak Park to the Corporate Business Park, and then continuing aong Bull Creek to Woodruff Farm Road Soccer Complex.	\$7,564,456.00
Muscogee County-Harris County Rail Trail	DF Muscogee County - Harris County Rail Trail - North Riverwalk trailhead/ Harris - Troup County Line - This project would construct X miles of multi-use trails, utilizing abandoned rail through Harris County to connect the Columbus Riverwalk to a section of the Pine Mountain Trail.	\$0.00
	- Page 257 - TOTAL COST	\$65,307,963.40

FREIGHT AND LOGISTICS (2 - 10 %)

Project Name	Project Description	Total Cost
	NO PROJECTS HAVE BEEN IDENTIFIED AT THIS TIME	
	TOTAL COST	\$65,307,963.40

AVIATION (0 - 5 %)

Project Name	Project Description	Total Cost
Columbus Metro Airport	Extension of runways for Cargo Services	
	TOTAL COST	\$32,000,000

ROADWAY AND BRIDGE MAINTENANCE (ASSET MANAGEMENT)- (0 - 5 %)

Project Name	Project Description	Total Cost
	Install brickpavers over the existing brick road on Broadway from 9th Street to 4th Street in the Downtown	
	Historic District.	TBD

Final Thoughts

The election is scheduled for March 2022 It is an "all or nothing" election

- A simple 51 percent vote is all that is needed
- No county or local government may opt out

Should the voters approve the referendum:

- A new one percent tax goes into effect July 1, 2022
- If voters approve the tax, cities and counties will only have to provide a 10% match for all future Local Maintenance and Improvement (LMIG) from GDOT

Should the voters reject the referendum:

 Every local government will have to provide a 30% match for all future LMIG activities

No roundtable agreement

• If the regional roundtable cannot agree on a project list, the LMIG match goes to 50%

Regional TIA Process .

	Rive	er Va	lley	TIA	Ro	und	table	? Tin	neli	ne				
	2021											2022	2022	
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sap	Oct	Nesu	Dec	Jan	Feb	Mor
Select Roundtable Chairman														
Local Governments Submit Regional Projects														
GDOT and Roundtable Executive Committee Review and Analyze Submitted Projects														
Full River Valley TIA Roundtable Selects Final Regional Projects														
Voters Aware of Proposed Projects														
Final Investment List Considered by Voters					- Pag	je 262 -								

Questions?



Item #VII.

File Attachments for Item:

VII. SPLOST Update - Pam Hodge, Deputy City Manager

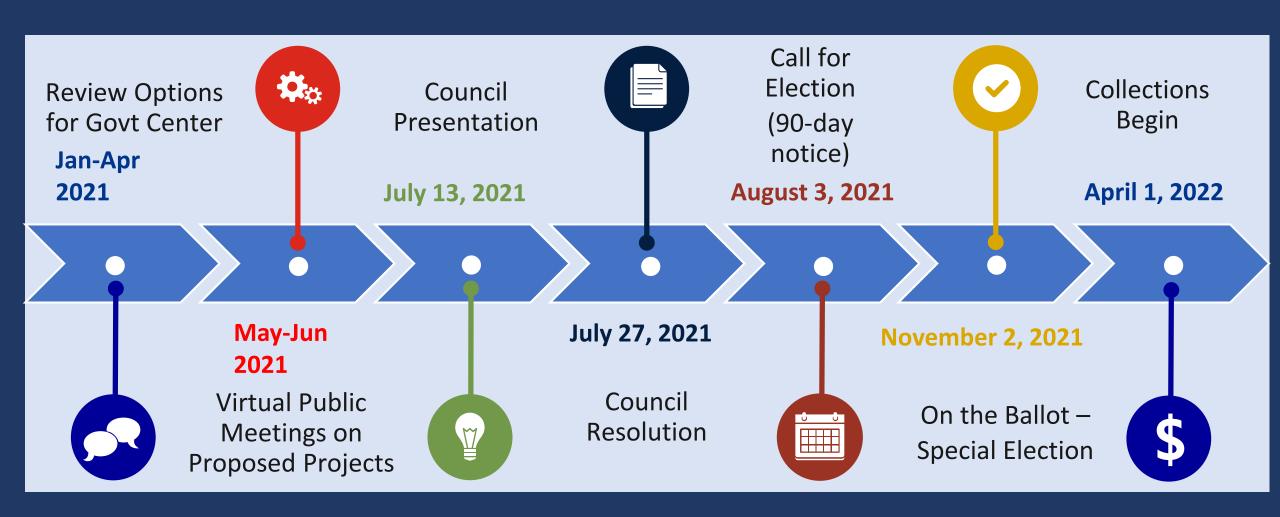


March 30, 2021



TIMELINE FOR 2021 SPLOST (Special Election)





Muscogee
County Sales
Tax Rates if
SPLOST
approved on
11/02/2021

	CURRENT	04/01/2022	01/01/2023
STATE	4%	4%	4%
LOST	1%	1%	1%
OLOST	1%	1%	1%
ESPLOST	1%	1%	1%
TSPLOST	1%	1%	03/2022 Ballot
SPLOST		1%*	1%
TOTAL	8%	9%	8%

*If SPLCET proved on the 11/2/2021 ballot.

MUSCOGEE COUNTY SALES TAX RATES

IF SPLOST APPROVED, TSPLOST ENDS

Month	<u>State</u>	LOST	<u>OLOST</u>	ESPLOST	TSPLOST	SPLOST	TOTAL
Mar-21	4%	1%	1%	1%	1%		8%
THRU							
Mar-22	4%	1%	1%	1%	1%		8%
Apr-22	4%	1%	1%	1%	1%	1%	9%
May-22	4%	1%	1%	1%	1%	1%	9%
Jun-22	4%	1%	1%	1%	1%	1%	9%
Jul-22	4%	1%	1%	1%	1%	1%	9%
Aug-22	4%	1%	1%	1%	1%	1%	9%
Sep-22	4%	1%	1%	1%	1%	1%	9%
Oct-22	4%	1%	1%	1%	1%	1%	9%
Nov-22	4%	1%	1%	1%	1%	1%	9%
Dec-22	4%	1%	1%	1%	1%	1%	9%
					EXPIRES		
Jan-23	4%	1%	1%	1%	12/31/2022	1%	8%
	NO	NO	NO	EXPIRES		EXPIRES when \$	
	EXPIRATION	EXPIRATION	EXPIRATION	06/30/2025		collected	

Temporary increase to 9% for 9 months, April 2022 – December 2022

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History of Sales
Tax in
Muscogee
County

TAX	Effective Date	End Date
LOST	04/01/1976	N/A
OLOST	01/01/2009	N/A
ESPLOST	01/01/1998	12/31/2022
	04/01/2004	12/31/2008
	01/01/2010	12/31/2014
	07/01/2015	06/30/2020
	07/01/2020	06/30/2025
SPLOST	07/01/1993	03/31/2000
	04/01/2000	09/30/2008
TPLOST	01/01/2013	12/31/2000

GOVERNMENT CENTER OPTIONS



Government Center Options

- OPTION 1: Existing Site
 - Renovated Tower with Addition
 - Renovate Existing Government Center Tower, Demolish Wings, and Construct Addition
- OPTION 2: Existing Site
 - New Complex on Existing Campus Site
 - Demolish Existing Government Center Tower and Wings, Construct New Government & Judicial Center Complex on Existing Site



Government Center Options

OPTION 3: Existing and New Site

- New Judicial Center on the Existing Site
- Administration Building on New Site
- Demolish Existing Government Center Tower and Wings,
 Construct New Judicial Center on Existing Site, Construct New Administration Building on New Site

OPTION 4

- New Complex on New Site
- Construct new Judicial and Administration Complex on New Site



IN PROCESS

- Meeting with key departments/offices in the Government Center, which includes newly elected officials, to determine the impact of the COVID-19 pandemic on their future space requirements
- Consultants are reviewing any changes required to the Needs/Space Assessment
- Developing a proposed list of projects for consideration

QUESTIONS