

Council Members

R. Gary Allen
Charmaine Crabb

Travis L. Chambers
Glenn Davis

Byron Hickey
Bruce Huff

R. Walker Garrett
Toyia Tucker

John Anker
Joanne Cogle

Clerk of Council
Lindsey G. McLemore



Muscogee County School Board Chambers
Public Education Center
2960 Macon Road, Columbus, GA 31906

November 4, 2025
9:00 AM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Reverend Thad Haygood, St. Luke Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Skip Henderson

MINUTES:

1. Approval of minutes for the October 28, 2025, Council Meeting and Executive Session.

PROCLAMATION:

2. **Proclamation:** Bee Smart Building, LLC

Receiving: Taylor and Trent Griffin of Bee Smart Building

PRESENTATIONS:

3. Fountain City Classic – Presented by Calvin Smyre
4. GA Tech Housing Study – Presented by Alan Durham

CITY ATTORNEY’S AGENDA

ORDINANCES

- 1. 1st Reading** - An Ordinance approving a policy concerning the governance and use of Artificial Intelligence (AI) Technologies as Addendum 6 to the Acceptable and Supportable use of Technology Policy Number 210-1000-004. (Mayor Pro-Tem and Councilor Tucker)

RESOLUTIONS

- 2.** A Resolution approving execution of real estate documents implementing the recreational use of the former Columbus State Farmer’s Market property located at 318 10th Avenue, Columbus, Georgia 31901. (Mayor Pro-Tem)

PUBLIC AGENDA

1. Dr. Marvin Broadwater, Sr., Re: Let’s Help Those Families Receiving SNAP Benefits, “The Plan”.
2. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Ordinance or Resolution to Compensate Small Businesses Impacted by Road Project.
3. Mr. Matthew Bolin, Re: Public Safety in Downtown Parking Garages.
4. Dr. Natalie Nicole, representing Role Model Academy of Arts, Re: Ethics & Leadership: The Responsibility of Speech in Public Office.

CITY MANAGER'S AGENDA

1. Lease Agreement – Former Railroad Right of Way adjacent to 3020 Warm Springs Road – Milner Family, LLLP

Approval is requested to enter into a lease agreement with Milner Family, LLLP to lease the Former Railroad Right of Way adjacent to 3020 Warm Springs Road

2. Acceptance of Donation and approval of MOU with Midtown Inc.

Approval is requested accept the donation of the goods and services necessary to construct a Children’s Bicycle Park from MidTown, Inc. having a gift value of approximately \$587,000; and to enter into a Memorandum of Understanding (MOU) that defines the relationship between the Midtown, Inc, (hereinafter Midtown), and the Columbus Consolidated

Government (hereinafter, City) with respect to the construction and maintenance of the Children’s Bicycle Playground in Dinglewood Park.

3. 2026 Legislative Agenda Items – Additional Proposed Items

Consideration is requested of the resolutions for the 2026 Legislative Session of the Georgia General Assembly.

4. PURCHASES

A. Used & Confiscated Firearms for Credit or Swap RFB No. 26-0005

B. Contract Extension for HVAC Preventative Maintenance Services RFB No. 19-0014

5. UPDATES AND PRESENTATIONS

A. Heritage Park Update – Elizabeth Walden, Historic Columbus

B. Solicitor Update – Shevon Thomas, Solicitor General

C. Landfill Update - Drale Short, Director, Public Works

D. City Hall Update - Ryan Pruett, Director, Building Inspections and Code Enforcement

BID ADVERTISEMENT

DATE: November 4, 2025
TO: Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFQs

November 5, 2025

1. Plumbing and Irrigation Supplies (Annual Contract) – RFB No. 26-0002

Scope of Bid

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

November 14, 2025

1. Construction Manager as General Contractor Services for Public Safety Building – RFP No. 26-0016

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage for Construction Manager as General Contractor (GC) services to construct renovations to the existing Public Safety Building located at 510 10th Street. The renovations will consist of mechanical, electrical, plumbing system upgrades, interior alterations, interior finish upgrades, and exterior shell maintenance and replacement. The estimated construction budget for this project is \$4,500,000.

The selected vendor will be responsible for providing preconstruction services to assist the City and the design team with review and selection of the final scope of work to accommodate the funds available. Following finalization of the scope of work, the vendor will serve as the GC to construct the improvements.

2. Course Instructors for the HR Department/The Learning Center (Annual Contact) – RFP No. 26-0015

Scope of RFP

The Department of HR/The Learning Center is seeking multiple contractors to provide instructors in various training modules to employees interested in growing and developing their skills within the Columbus Consolidated Government. Training will be conducted on an ‘as needed’ basis.

November 19, 2025

1. Dragonfly Trail – Midtown Connector Phase I - RFB No. 26-0003

Scope of Bid

This project consists of constructing a connection from the existing trail at the intersection of Warren Road and Wynnton Road following Bradley Street and Warren Williams Road to Dinglewood Park. The trail also travels through Dinglewood Park to the intersection of 18th Avenue and 13th Street. The project is within the City of Columbus property and public right of way. The project length is approximately 4,956 LF and includes a 10’ wide concrete trail, landscape improvements, stormwater improvements, and trail amenities. Additional work associated with the project includes minor demolition and clearing, erosion control, grading, and signage.

CLERK OF COUNCIL’S AGENDA

ENCLOSURES - ACTION REQUESTED

1. Minutes of the following boards:

Animal Control Advisory Board, 04-10-2025

Animal Control Advisory Board, 08-28-2025

Animal Control Advisory Board, 09-11-2025

Animal Control Advisory Board, 09-25-2025

Animal Control Advisory Board, 10-09-2025

BOARD APPOINTMENTS - ACTION REQUESTED

2. MAYOR’S APPOINTMENTS – ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. BUILDING AUTHORITY OF COLUMBUS:

_____ *Vacant*

Term Expired: March 24, 2025

Open for Nominations
(Mayor’s Appointment)

Terms are two years. Meets as needed.

Women:	1
Senatorial District 15:	0
Senatorial District 29:	3
Vacancies:	2

B. HOUSING AUTHORITY OF COLUMBUS:

Tiffany N. Stacy (*Interested in serving*)

Eligible

Term Expires: November 16, 2025

Open for Nominations
(Mayor’s Appointment)

Ordinance No. 11-23 removes the two-term limit previously in place for board members.

The terms are five years; Resident Position serves a 1-year term. Meets monthly.

Women: 4
Senatorial District 15: 3
Senatorial District 29: 4
Vacancies: 0

C. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

Vacant
(Business Community)
Term Expires: June 30, 2026

Open for Nominations
(Mayor's Appointment)

The terms are four years. Meets monthly.

Women: 4
Senatorial District 15: 9
Senatorial District 29: 2
Vacancies: 1

3. COUNCIL APPOINTMENTS – READY FOR CONFIRMATION:

- A. PERSONNEL REVIEW BOARD:** Natalie N. McDowell was renominated to serve another term as Regular Member 5. *(Councilor Crabb's nominee)* Term expires: December 31, 2027
- B. RECREATION ADVISORY BOARD:** Lawrence R. Stanford was renominated to serve another term in an At-Large Position. *(Councilors Crabb & Huff's nominee)* Term expires: December 31, 2029
- C. RECREATION ADVISORY BOARD:** Lane Ogletree-Battle was renominated to serve another term in an At-Large Position. *(Councilors Crabb & Huff's nominee)* Term expires: December 31, 2029
- D. RECREATION ADVISORY BOARD:** Rodney Lawrence was renominated to serve another term in a Senatorial District 15 seat. *(Councilors Crabb & Huff's nominee)* Term expires: December 31, 2029

E. RECREATION ADVISORY BOARD: Brantley Pittman was renominated to serve another term in a Senatorial District 15 seat. *(Councilors Crabb & Huff's nominee)* Term expires: December 31, 2029

4. APPOINTMENTS – CONFIRMED BY COUNCIL:

A. AIRPORT COMMISSION:

Art Guin

Eligible

Term Expires: December 31, 2025

**Airport Director has been contacted.*

Open for Nominations

(Commission's Nominee/Confirmed by Council)

The Commission submits three (3) nominees for consideration, from which Council appoints one new member. Ordinance No. 11-23 removes the two-term limit previously in place for board members.

Terms are five years. Meets monthly.

Women: 1

Senatorial District 15: 3

Senatorial District 29: 2

Vacancies: 0

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

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

_____ *Vacant*

Term Expires: March 27, 2026

Open for Nominations

(District 2 – Davis)

_____ *Vacant*

Term Expires: March 27, 2026

Open for Nominations

(District 6 – Allen)

Vacant
Term Expires: March 27, 2026

Open for Nominations
(District 8 – Garrett)

The terms for the Mayor’s Appointments are three years and Council’s Appointments are two years. Meets quarterly.

Women: 4
Senatorial District 15: 7
Senatorial District 29: 1
Vacancies: 3

B. PUBLIC SAFETY ADVISORY COMMISSION:

Paul T. Berry, III
Eligible
Term Expires: October 31, 2025
**Not interested in serving another term.*

Open for Nominations
(District 5 – Crabb)

Scott Taft
Not Eligible
Term Expires: October 31, 2025

Open for Nominations
(District 9 – Anker)

The terms are three years. Meets monthly.

Women: 3
Senatorial District 15: 4
Senatorial District 29: 3
Vacancies: 0

C. YOUTH ADVISORY COUNCIL:

District 9 Nominee: _____

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

A. ANIMAL CONTROL ADVISORY BOARD:

Elizabeth Kirven Boyce
Eligible
Term Expired: October 15, 2025

Open for Nominations
Council's Appointment

Matthew Franklin Gilbert
Eligible
Term Expired: October 15, 2025

Open for Nominations
Council's Appointment

Vacant
(Georgia Veterinary Technician)
Term Expires: October 15, 2025

Open for Nominations
Council's Appointment

Vacant
(Animal Rescue Shelter Representative)
Term Expires: October 15, 2025

Open for Nominations
Council's Appointment

The terms are two years. Meet as needed.

Women: 7
Senatorial District 15: 3
Senatorial District 29: 4
Vacancies: 3

B. BOARD OF HEALTH:

Yasmine Cathright
Not Eligible
Term Expires: December 31, 2025

Open for Nominations
Council's Appointment

The terms are five years. Meets monthly.

Women: 4
Senatorial District 15: 0
Senatorial District 29: 5
Vacancies: 1

C. BOARD OF TAX ASSESSORS:

Douglas M. Jefcoat

Eligible

Term Expires: December 31, 2025

**Councilor Crabb is renominating Douglas M. Jefcoat.*

Open for Nominations
(Council's Appointment)

The terms are six years. Meets weekly.

Women: 3

Senatorial District 15: 1

Senatorial District 29: 4

Vacancies: 0

D. BOARD OF WATER COMMISSIONERS:

Wes Kelley

Does not desire reappointment

Term Expires: December 31, 2025

Open for Nominations
(Council's Appointment)

The terms are four years. Meets monthly.

Women: 1

Senatorial District 15: 2

Senatorial District 29: 2

Vacancies: 0

E. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:

Vacant

Term Expired: August 14, 2025

Open for Nominations
(Council's Appointment)

Vacant

Term Expired: August 14, 2026

Open for Nominations
(Council's Appointment)

The terms are four years. Meets every other month.

Women: 5

Senatorial District 15: 7

Senatorial District 29: 4
Vacancies: 2

F. NEW HORIZONS BEHAVIORAL HEALTH – MENTAL HEALTH, ADDICTIVE DISEASES AND DEVELOPMENTAL DISABILITIES- COMMUNITY SERVICE BOARD:

Judge David Ranieri
Does not desire reappointment
Term Expired: June 30, 2025

Open for Nominations
(Council’s Appointment)

The terms are three years. Meets every other month.

Women: 2
Senatorial District 15: 3
Senatorial District 29: 1
Vacancies: 0

G. PERSONNEL REVIEW BOARD:

Willie Butler
Not Eligible
(Regular Member 1)
Term Expires: December 31, 2025

Open for Nominations
(Council’s Appointment)

Yolanda Sumbry Sewell
Not Eligible
(Regular Member 4)
Term Expires: December 31, 2025

Open for Nominations
(Council’s Appointment)

Delano Leftwich
Not Eligible
(Alternate Member 4)
Term Expires: December 31, 2025

Open for Nominations
(Council’s Appointment)

Vacant
(Alternate Member 1)
Term expires: December 31, 2027

Open for Nominations
(Council’s Appointment)

Vacant
(Alternate Member 2)
Term expires: December 31, 2027

Open for Nominations
(Council's Appointment)

Vacant
(Alternate Member 3)
Term expires: December 31, 2027

Open for Nominations
(Council's Appointment)

Vacant
(Alternate Member 5)
Term expires: December 31, 2025

Open for Nominations
(Council's Appointment)

The terms are three years. Meets monthly.

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

H. UPTOWN FACADE BOARD:

Vacant
(Uptown Business Improvement District)
Term Expires: October 31, 2026

Open for Nominations
(Council's Appointment)

Vacant
(Uptown Columbus)
Term Expires: October 31, 2026

Open for Nominations
(Council's Appointment)

Terms are five years. Meets monthly.

Women: 6
Senatorial District 15: 3

Senatorial District 29: 4
Vacancies: 2

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 October 28, 2025, Council Meeting and Executive Session.

COUNCIL OF COLUMBUS, GEORGIA

CITY COUNCIL MEETING MINUTES

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

October 28, 2025
5:30 PM
Regular Meeting

MAYOR'S AGENDA

PRESENT: Mayor Pro Tem R. Gary Allen and Councilors John Anker, Travis L. Chambers, Joanne Cogle, Charmaine Crabb, Glenn Davis, R. Walker Garrett (via teleconference), Byron Hickey, Bruce Huff (arrived at 6:26 p.m.) and Toyia Tucker. Deputy City Manager Lisa Goodwin, City Attorney Clifton Fay, Assistant City Attorney Lucy Sheftall, Clerk of Council Lindsey G. McLemore and Deputy Clerk of Council Tameka Colbert.

ABSENT: Mayor B. H. "Skip" Henderson, III was absent. Assistant City Attorney Lucy Sheftall was also absent.

The following documents have been included as a part of the electronic Agenda Packet: (1) MA#4 – Columbus Water Works 2026 Rate Update; (2) MA#5 – Transitional Audit of the Clerk of Council's Office October 28, 2025; (3) CM#9(A) – Homeowner Accessibility Rehabilitation Program

The following documents were distributed around the Council table: (1) PA#3 Transnational Repression; (2) PA#5 Photos of Culvert on City Owned Property; (3) PA#7 Acknowledgement of the Community Dinner in The Mill District Community; (4) PA#8 Document, Re: Practicing Leadership Without Accountability. A Call for Codified Ethics & Responsive Governance

CALL TO ORDER: Mayor Pro Tem R. Gary Allen, Presiding

INVOCATION: Offered by Pastor Wayne Anthony, St. Peter UMC of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Girl Scout Troop 50272

MINUTES:

1. Approval of minutes for October 14, 2025, Council Meeting and Executive Session. Councilor Tucker made a motion to approve the minutes, seconded by Councilor Cogle and carried

unanimously by the nine members present, with Councilor Huff being absent for the vote. (*Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.*)

PROCLAMATIONS:

2. Proclamation: Down Syndrome Awareness Month

Receiving: Toya Barnes

Councilor Travis Chambers read the proclamation into the record proclaiming October 2025, as *Down Syndrome Awareness Month*, highlighting the prevalence of Down syndrome, its genetic causes, and the diverse abilities of individuals living with the condition. Also recognizing the Down Syndrome Association of Greater Columbus for its commitment to providing resources, advocacy, and opportunities that empower individuals and families throughout the Chattahoochee Valley.

3. Proclamation: House of Heroes 25th Anniversary Week

Receiving: Susan Wood and Pastor Wayne Anthony

Councilor John Anker read the proclamation into the record proclaiming the week of November 2-9, 2025, as *House of Heroes 25th Anniversary Week*, recognizing the 25th Anniversary of House of Heroes, Inc., honoring its long-standing mission to assist military and public safety veterans through free home repairs and improvements.

PRESENTATIONS:

4. Columbus Water Works – Rate Model Study

Presented by: Jeremy Cummings, President of Columbus Water Works

Jeremy Cummings, President of Columbus Water Works presented an overview of the city's 2026 proposed water rate model and long-term financial strategy. He explained that inflation, aging infrastructure, and stricter federal and state environmental regulations have driven the need for strategic planning and incremental rate adjustments. To sustain operations and fund upcoming projects, he recommended a 4.95% rate increase along with the introduction of a new Regulatory Compliance Fee. He noted that these adjustments would add an estimated \$7–\$9 per month for most residential customers.

PUBLIC COMMENTS:

- *Val McGowen.* – expressed concern about the timing of the proposed rate increase. He urged the council to delay the vote for at least 90 days.

Jeremy Cummings, President of Columbus Water Works responded to Mr. McGowan’s concerns by acknowledging his request and confirming that it would be formally communicated to the Columbus Water Works Board and taken up at the next meeting scheduled for November 10th.

- *Dr. Marvin Broadwater Sr.* – expressed concern about the public engagement process surrounding the proposed water rate increase and suggested that the Water Works hold an additional public hearing specifically for residents to express their views.

Jeremy Cummings, President of Columbus Water Works responded by stating that a public hearing for the water rate proposal was held on October 16th at Columbus Technical College and was open to the public for participation and feedback.

5. Transition Audit Report for Clerk of Council

Presented by: Donna McGinnis, Internal Auditor/Compliance Officer

Internal Auditor/Compliance Officer Donna McGinnis explained that a transitional audit was authorized in July 2025 and aimed to evaluate internal processes, document management, staffing efficiency, and compliance within the Clerk of Council’s Office.

Forensic Auditor Benjamin Meadow explained the audit methodology and fieldwork completed for the transitional audit of the Clerk of Council’s Office. He observed that the office manages a large volume of long-term records under significant time pressure, often correcting incomplete or improperly formatted documents submitted by other departments. He emphasized that improved document management systems and standardized processes would significantly enhance efficiency and reduce administrative strain within the Clerk’s Office

Forensic Auditor Grant Conway described the audit scope and field observations, noting a cooperative, team-oriented culture in the Clerk of Council’s Office and the tools/facilities used to run operations.

Forensic Auditor Jonathan Smith outlined the audit team’s formal recommendations following completion of the transitional audit of the Clerk of Council’s Office. He presented four key action items aimed at improving efficiency, compliance, and service delivery:

1. Implement a Contract Management System
2. Fill the Vacant Support Position
3. Adopt AI Technology to Improve Efficiency:
4. Fully transfer cemetery plot availability and confirmation duties from the Clerk's Office to the Public Works Cemetery Division

Clerk of Council Lindsey G. McLemore discussed the office's core responsibility as the custodian of all city records, emphasizing that her office must maintain official, fully executed copies for public access and open records requests. She explained ongoing challenges with incomplete physical contracts and highlighted that the city currently lacks a formally adopted records retention policy, although a 1997 resolution authorized adherence to the state's retention schedule. To address this, she recommended that the city formally adopt the state's local government retention schedule by resolution to ensure consistent compliance across all departments.

She clarified that a document management system (not contract management software) would better meet her office's needs, given the large volume and variety of records handled.

REFERRAL(S):

FOR IT DEPARTMENT:

- A request was made for a review of available contract management systems to determine if the city already owns suitable software. (*Councilor Tucker*)

FOR DEPUTY CITY MANAGER:

- A request was made to explore funding for new software in the midyear budget, pending cost evaluation. (*Councilor Tucker*)

FOR CITY ATTORNEY:

- A request was made to draft a Records Retention Resolution adopting the Georgia State Archives retention schedule. (*Councilor Tucker*)

In response to Councilor Tucker's request for the Information Technology (IT) Department to develop a citywide Artificial Intelligence (AI) policy, **Deputy City Lisa Manager Goodwin** confirmed that an AI policy has already drafted and will be shared with the City Attorney for review.

Clerk of Council Lindsey G. McLemore stated that she will submit a written request outlining the specific needs of the Clerk of Council's Office for budget consideration.

CITY ATTORNEY'S AGENDA

ORDINANCES

1. **Ordinance (25-057) - 2nd Reading** - REZN-07-25-1385: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **1420 Wynnton Road** (parcel # 026-024-001) from Residential Office (RO) Zoning District to Single Family Residential 2 (SFR2) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Cogle) Councilor Cogle made a motion to adopt the ordinance, seconded by Councilor Tucker and carried unanimously by the ten members present.
2. **Ordinance (25-058) - 2nd Reading** - REZN-08-25-0015: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **9055 & 9067 Veterans Parkway** (parcel # 079-001-004/034) from Residential Estate - 1 (RE1) Zoning District to Residential Office (RO) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)) Councilor Chambers made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the ten members present.
3. **Ordinance - 2nd Reading** - REZN-08-25-1511: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **6839 Mitchell Drive** (parcel # 013-014-009A) from Single Family Residential - 2 (SFR2) Zoning District to Single Family Residential – 4 (SFR4) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Tucker)) Councilor Cogle made a motion to delay the ordinance for 30 days, seconded by Councilor Hickey and carried unanimously by the ten members present.

In response to Councilor Tucker's inquiry **Assistant Planning Director John Renfroe** clarified that the primary difference between the two zoning designations is the lot frontage requirement, specifically, that the parcel in question has approximately 208 feet of frontage, which would allow up to four homes to be constructed instead of two under the current zoning.

4. **Ordinance (25-059) - 2nd Reading** - REZN-08-25-1513: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **4627 Milgen Road** (parcel # 083-044-001B) from Light Manufacturing/

Industrial (LMI) Zoning District to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Crabb) Councilor Crabb made a motion to adopt the ordinance, seconded by Councilor Tucker and carried unanimously by the ten members present.

5. **Ordinance (25-060) - 2nd Reading** - REZN-08-25-1514: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **4459 Cusseta Road** (parcel # 090-033-011) from Single Family Residential - 1 (SFR1) Zoning District to Heavy Manufacturing/ Industrial (HMI) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Huff) Councilor Huff made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the ten members present.
6. **Ordinance (25-061) - 2nd Reading** - REZN-08-25-1515: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **800,802,804 7th Avenue, 800, 801,804, 805, 808, 809, 812 8th Avenue and 801, 805, 809, 811 9th Avenue** (parcel # 019-020-012/13/14/19/20/21 & 019-021-009/12/29/30/31/32/33/34) from Residential Office (RO), General Commercial (GC), or Light Manufacturing/ Industrial (LMI) Zoning District to Uptown (UPT) Zoning District. (Planning Department and PAC recommend approval.)(Councilor Cogle) Councilor Cogle made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the ten members present.
7. **Ordinance (25-062) - 2nd Reading** - An ordinance amending the “Official Street Map, City of Columbus, Georgia”, by changing the official street name of the public roadway designated as “Masterbuilt Court” to Master Wall court, to be one street name consistent with the length of roadway; authorizing the street name change; repealing any conflicting ordinances; and for other purposes. (Mayor Pro-Tem and Councilor Crabb) Councilor Crabb made a motion to adopt the ordinance, seconded by Councilor Tucker and carried unanimously by the ten members present.

PUBLIC AGENDA

1. Mrs. Betty Lawrence, Re: The Time it Takes to Receive Business and Alcohol Licenses, and the Costs Associated with the Delays.

Mayor Pro Tem R. Gary Allen asked Ms. Lawrence to provide information to the City Manager’s Office, noting that staff could follow up once they had the necessary context about the situation and the businesses involved.

2. Mr. Paresh Patel, Re: Request for Refund of Survey Fees Associated with Lottery Machines.

City Attorney Clifton Fay clarified that the citizen appears to be seeking a refund request, which must be submitted in writing under O.C.G.A. § 48-5-380. He advised that the proper procedure is to file the written request with the Clerk of Council whose office will process it for council consideration. He said once the request is formally submitted, the City Council could review and act on the matter.

REFERRAL(S):

FOR CITY ATTORNEY:

- A request was made to bring to Council the grandfather clause related to businesses operating coin-operated amusement machines (COAMs) for review at the November 4th Council Meeting. (*Councilor Tucker*)

FOR CLERK OF COUNCIL:

- A request was to pull the audio/video recording from the meeting where the COAM ordinance was passed, so Council members can confirm what was discussed and intended—particularly regarding the grandfather provision. (*Councilor Cogle*)

FOR DEPUTY CITY MANAGER:

- A request was made to investigate reports of harassment within the Revenue Department involving businesses attempting to purchase business licenses. (*Councilor Hickey*)

3. Mr. Pieter Friedrich, Re: Requesting Action to Prevent the Imposition on Free Speech of Residents.

4. Ms. Rosetta Demming, Re: Appreciation for Excellent Services.

5. Ms. Leigh Matty, Re: Culvert Maintenance on City Owned Property

Deputy City Manager Lisa Goodwin clarified that the issue in question involves private property, not city-owned land. The City's responsibility is limited to ensuring the outfall remains open and unobstructed to allow proper water flow.

REFERRAL(S):

FOR DEPUTY CITY MANAGER:

- A request was made to inspect the drainage area near the VA Clinic to determine whether water flow is obstructed and to confirm property ownership responsibilities between the City and the homeowners' association. (*Councilor Davis*)
- A request was made to clear the city right-of-way along the roadway of overgrowth. (*Councilor Davis*)
- A request was made for Code Enforcement to review nearby property to the north of the VA Clinic where unauthorized land disturbance and tree removal may be occurring. (*Councilor Davis*)
- 6. Ms. Theresa El-Amin, representing the Southern Anti-Racism Network, Re: How to Run a City, United Way, Pay for Performance, and Lame Ducks.
- 7. Mrs. Lauren Chambers, representing The Mill District, Inc., Re: Community Dinner for The Mill District Community.
- 8. Dr. Natalie Nicole, representing Role Model Academy of Arts, Re: Practicing Leadership Without Accountability. A Call for Codified Ethics & Responsive Governance.
- 9. Mr. Ify Agbasi, representing Children's 1st, Re: Purchase of Property Located at 1429 Morris Road.

Mayor Pro Tem R. Gary Allen stated that someone from the appropriate department would contact Mr. Agbasi to follow up on his concern within 30 days.

- 10. Mr. Gernard Hatcher, representing Neicy's BBQ, Re: Road Construction & Restaurant Closure.

At the request of Councilor Huff, Deputy City Manager Lisa Hodge explained that all right-of-way acquisitions follow a formal process whenever a road project is undertaken. She emphasized that the city only considers impacts within the defined construction parameters.

CITY MANAGER'S AGENDA

1. Annual HUD Entitlement, Capital Fund Program, and Moving to Work Funding – Environmental Reviews and Request for Release of Funds Approval

Resolution (366-25) - A resolution authorizing the City Manager, Mayor, the Deputy City Manager, and/or his/her designee are hereby authorized to execute environmental reviews and requests for release of funds for the building and site improvements annually performed through HUD Entitlement, Capital Fund Program (CFP), and Moving to Work (MTW) funds. Councilor Huff made

a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the ten members present.

2. BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies – Muscogee County Sheriff’s Office

Approval is requested to apply for, accept, and expend any awarded funds as per the grant guidelines and City regulations, if awarded, a grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Assistance for funds to properly implement BWC programs that can strengthen the evidentiary foundation for criminal prosecutions, provide reliable documentation of officer-citizen encounters, and deter assaults on officers, with the federal amount requested being \$200,000 and with a local in-kind match of 50% required (\$200,000) totaling a project cost of \$400,000 or as otherwise awarded, and amend the Multi-governmental Fund budget by the amount of the award. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and on the table for discussion. Councilor Anker made a substitute motion to delay the resolution until the following meeting, seconded by Councilor Tucker and carried unanimously by the ten members present. (*NOTE: Additional action was taken on Item #2 after the Clerk of Council’s Agenda.*)

3. FY25 Office of Justice Programs Community-Based Violence Intervention and Prevention Initiative (CVIPI) – Muscogee County Sheriff’s Office

Approval is requested for the Mayor, or their designee to apply for, accept, and expend any awarded funds as per the grant guidelines and City regulations, if awarded, a grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Assistance for funds to reduce violent crime and improve police-community relations through a range of cross-sector enforcement, prevention, and intervention strategies, in the amount of \$2,000,000 or as otherwise awarded, with no local match required, and amend the Multi-governmental Fund budget by the amount of the award. Councilor Anker made a motion to delay the resolution until the following meeting, seconded by Councilor Tucker and carried unanimously by the ten members present.

4. Bright from the Start – Snack Grant – Parks & Recreation

Resolution (367-25) – A resolution authorizing the Mayor or his designee to apply for and accept a grant of \$67,989.00, or as otherwise awarded, from the Georgia Department of Early Childcare and Learning Bright from the Start to continue the child and adult care food program and amend the multi-government grant funds by the amount awarded. The grant will cross over 2025 and 2026. Councilor

Tucker made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members present.

5. Firehouse Subs Grant

Resolution (368-25) - A resolution authorizing the Mayor or his designee to apply for and accept, if awarded, a grant for a medium simulator manikin for Columbus Fire and Emergency Medical Services in the amount of \$16,011.62, or as otherwise awarded, from the Firehouse Subs Public Safety Foundation with no matching funds required. The multi-governmental fund will be amended by the amount of the award. Councilor Cogle made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members present.

6. Peach Little League Hill, Creek, and Wilkinson Field Improvements Donation – Parks & Recreation

Resolution (369-25) - A resolution authorizing the Mayor or his designee to accept the donation of improvements to Hill, Creek, and Wilkinson Field at Lakebottom Park. Councilor Cogle made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members present.

7. Donation of Peace Pole – Parks & Recreation

Resolution (370-25) - A resolution authorizing Columbus Parks and Recreation to accept the donation of a rotary peace pole at the Vietnam Veterans Memorial Park from the North Columbus Rotary Club. Councilor Cogle made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members present.

8. PURCHASES

- A. Two (2) 2025 Ford Police Pursuit Explores for the Sherriff’s Office – Georgias Statewide Contract Cooperative Purchase

Resolution (371-25) - A resolution authorizing the purchase of two (2) 2025 Ford Police Pursuit Explorers for the Sheriff ‘s Office via Wade Ford (Smyrna, GA) at a unit price of \$50,470.00 and a total cost of \$100,940.00. The purchase will be accomplished by cooperative purchase via Georgia State Contract #99999-001-SPD0000183-0006. Councilor Huff made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members present.

C. Waste Management Software System and Equipment for Public Works HGACBUY Cooperative Contract

Resolution (372-25) - A resolution authorizing the purchase of a waste management software system and equipment from Routeware, Inc., (Portland, OR) in the amount of \$383,557.00, for the first year, to include the SmartCity software subscription, implementation, tablets, telematic devices, etc., as well as vendor's freight and travel cost for implementation. The Mayor and/or his designee is further authorized to pay the annual recurring subscription fees in the approximate amount of \$264,936.00, plus applicable increases, which will be budgeted in subsequent fiscal years. The purchase will be accomplished by Cooperative purchase via HGACBuy Contract #FL10-24A. Councilor Huff made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members present.

B. One (1) Electric Paratransit Bus for METRA – Georgia State Contract Cooperative Purchase

Resolution (373-25) – A resolution authorizing the purchase of one (1) electric paratransit bus from ABC Bus, Inc. (Winter Garden, FL) at a cost of \$430,266.21, plus any contingency costs due to manufacturing or FTA changes. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-SPD0000212-0010. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members present.

Everett Fleming, Assistant Director of METRA, explained that the city is phasing out hybrid buses due to their high maintenance costs and difficulty of repair. He noted that electric buses are now being introduced as part of the city's move toward more sustainable transit operations. He stated that electric buses are more cost-effective overall, citing their lower maintenance needs, fewer parts, and environmental benefits compared to diesel and hybrid models.

9. UPDATES AND PRESENTATIONS

A. HARP Update - Rob Scott, Director, Community Reinvestment

Director of Community Reinvestment Rob Scott provided an update on the Homeowner Accessibility Rehabilitation Program (HARP). He reported that since its launch in July 2024, the program has received 779 applications, completed 25 home rehabilitations, and had several more underway. He highlighted several successful home repair projects that improved safety and accessibility for residents.

ARP FUNDS

In response to questions raised by Councilor Hickey, **Deputy City Manager Pam Hodge** confirmed that all federal ARP funds have been obligated and reported to the federal government, with spending allowed through December 2026. She added that about \$132,000 remains from a separate state ARP small business grant, which is being finalized for distribution to applicants who had started but had not completed the process. She clarified that the remaining state ARP funds must be used for small business grants only but agreed to research potential ways the city could support food banks, possibly through partnerships with nonprofits like United Way.

BID ADVERTISEMENT

DATE: October 28, 2025
TO: Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFQs

October 31, 2025

1. **Course Instructors for the HR Department/The Learning Center (Annual Contract) – RFP No. 26-0015**

Scope of RFP

The Department of HR/The Learning Center is seeking multiple contractors to provide instructors in various training modules to employees interested in growing and developing their skills within the Columbus Consolidated Government. Training will be conducted on an ‘as needed’ basis.

November 5, 2025

1. **Plumbing and Irrigation Supplies (Annual Contract) – RFB No. 26-0002**

Scope of Bid

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

November 14, 2025

1. **Construction Manager as General Contractor Services for Public Safety Building – RFP No. 26-0016**

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage for Construction Manager as General Contractor (GC) services to construct renovations to the existing Public Safety Building located at 510 10th Street. The renovations will consist of mechanical, electrical, plumbing system upgrades, interior alterations, interior finish upgrades, and exterior shell maintenance and replacement. The estimated construction budget for this project is \$4,500,000.

The selected vendor will be responsible for providing preconstruction services to assist the City and the design team with review and selection of the final scope of work to accommodate the funds available. Following finalization of the scope of work, the vendor will serve as the GC to construct the improvements.

November 19, 2025

1. Dragonfly Trail – Midtown Connector Phase I - RFB No. 26-0003

Scope of Bid

This project consists of constructing a connection from the existing trail at the intersection of Warren Road and Wynnton Road following Bradley Street and Warren Williams Road to Dinglewood Park. The trail also travels through Dinglewood Park to the intersection of 18th Avenue and 13th Street. The project is within the City of Columbus property and public right of way. The project length is approximately 4,956 LF and includes a 10' wide concrete trail, landscape improvements, stormwater improvements, and trail amenities. Additional work associated with the project includes minor demolition and clearing, erosion control, grading, and signage.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

1. **Resolution (374-25)** – A Resolution approving an application submitted by Brandi Jones for an Honorary Designation to install an AED unit at Lakebottom Park in honor of her son, Anthony Bonner. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members present. *(Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.)*
2. **Resolution (375-25)** – A Resolution approving an application submitted by J. Phillip Thayer for an Honorary Designation plaque at Pop Austin Recreation Center in honor of Angie Shehane. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members present. *(Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.)*

3. Resignation – Douglas Lee Koppang has submitted his resignation from the Uptown Façade Board. Mayor Pro Tem Allen made a motion to receive the resignation, seconded by Councilor Tucker and carried unanimously by the ten members present. *(Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.)*

4. **Minutes of the following boards**

Board of Tax Assessors #32-25

Board of Tax Assessors #33-25

Board of Tax Assessors #35-25

Board of Tax Assessors #36-25

Board of Water Commissioners 08-11-25

Mayor Pro Tem Allen made a motion to receive the minutes of various boards, seconded by Councilor Huff and carried unanimously by ten members present. *(Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.)*

BOARD APPOINTMENTS - ACTION REQUESTED

5. **MAYOR'S APPOINTMENTS – ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

A. BUILDING AUTHORITY OF COLUMBUS:

A nominee for a vacant seat with a term expiring on March 24, 2025, on the Building Authority of Columbus, *(Mayor's Appointment)*. There were none.

B. HOUSING AUTHORITY OF COLUMBUS:

A nominee for the seat of Tiffany N. Stacy *(Eligible to serve another term)* who served in the Resident Position for a term that expires on November 16, 2025, on the Housing Authority of Columbus *(Mayor's Appointment)*. There were none.

C. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

A nominee for a vacant seat with a term that expired on June 30, 2025, as a representative of the Business Community on the Pension Fund, Employees' Board of Trustees (*Mayor's Appointment*). There were none.

6. COUNCIL APPOINTMENTS – READY FOR CONFIRMATION:

- A. KEEP COLUMBUS BEAUTIFUL COMMISSION:** Kristasia Heath was nominated to fill the vacant seat for Senatorial District 29. (*Councilor Crabb's nominee*) Term expires: June 30, 2026. Councilor Tucker made a motion for confirmation, seconded by Councilor Crabb and carried unanimously by the ten members present. (*Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.*)

7. APPOINTMENTS – CONFIRMED BY COUNCIL:

A. AIRPORT COMMISSION:

A nominee for the seat of Art Guin (*Eligible to serve another term*) for a term that expires on December 31, 2025 on the Airport Commission (*Commission's Nominee/Confirmed by Council*). There were none.

8. COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

A nominee for the vacant seat of the District 2 Representative for a term expiring on March 27, 2026, on the Community Development Advisory Council (*District 2 – Davis*). There were none.

A nominee for the vacant seat of the District 6 Representative for a term expiring on March 27, 2026, on the Community Development Advisory Council (*District 6 – Allen*). There were none.

A nominee for the vacant seat of the District 8 Representative for a term expiring on March 27, 2026, on the Community Development Advisory Council (*District 8 – Garrett*). There were none.

B. PUBLIC SAFETY ADVISORY COMMISSION:

A nominee for the seat of Paul T. Berry, III (*Not interested in serving another term*) for a term expiring on October 31, 2025, on the Public Safety Advisory Commission (*District 5 – Crabb*). There were none.

A nominee for the seat of Scott Taft (*Not Eligible*) for a term expiring on October 31, 2025, on the Public Safety Advisory Commission (*District 9 – Anker*). There were none.

C. YOUTH ADVISORY COUNCIL:

A nominee for the District 9 Representative on the Youth Advisory Council (*District 9 – Anker*). There were none.

A nominee for the District 10 Representative on the Youth Advisory Council (*District 10 – Chambers*). Councilor Chambers nominated Carl Tuttan to serve on the Youth Advisory Council. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Hickey and carried unanimously by the ten members present. (*Clerk of Council McLemore confirmed and announced the affirmative vote of Councilor Garrett.*)

9. COUNCIL APPOINTMENTS – ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:

A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the vacant seat of the Georgia Veterinary Technician with a term expiring on October 15, 2026, on the Animal Control Advisory Board (*Council's Appointment*). There were none.

A nominee for the vacant seat of the Animal Rescue Shelter Representative with a term expiring on October 15, 2026, on the Animal Control Advisory Board (*Council's Appointment*). There were none.

B. BOARD OF HEALTH:

A nominee for the seat of Yasmine Cathright (*Not Eligible*) with the term expiring on December 31, 2025, on the Board of Health (*Council's Appointment*). There were none.

C. BOARD OF WATER COMMISSIONERS:

A nominee for the seat of Wes Kelley (*Eligible to serve another term*) with a term that expired on December 31, 2025, on the Board of Water Commissioners (*Council's Appointment*). Councilor Crabb renominated Wes Kelley to serve another term on the Board of Water Commissioners.

D. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:

A nominee for a vacant seat for a term that expired on August 14, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for a vacant seat for a term that expires on August 14, 2026, on the Personnel Review Board (*Council's Appointment*). There were none.

E. NEW HORIZONS BEHAVIORAL HEALTH – MENTAL HEALTH, ADDICTIVE DISEASES AND DEVELOPMENTAL DISABILITIES- COMMUNITY SERVICE BOARD:

A nominee for the seat of Judge David Ranieri (*Does not desire reappointment*) for a term that expired on June 30, 2025, on the New Horizons Behavioral Health – Mental Health, Addictive Diseases and Developmental Disabilities – Community Service Board (*Council's Appointment*). There were none.

F. PERSONNEL REVIEW BOARD:

A nominee for the seat of Willie Butler (*Not Eligible*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for the seat of Yolanda Sumbry Sewell (*Not Eligible*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for the seat of Natalie N. McDowell (*Eligible to serve another term*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). Councilor Crabb renominated Natalie N. McDowell to serve another term on the Personnel Review Board.

A nominee for the seat of Delano Leftwich (*Not Eligible*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for a vacant seat (*Alternate Member 1*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for a vacant seat (*Alternate Member 2*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for a vacant seat (*Alternate Member 3*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for a vacant seat (*Alternate Member 5*) for a term that expires on December 31, 2025, on the Personnel Review Board (*Council's Appointment*). There were none.

G. RECREATION ADVISORY BOARD:

A nominee for the seat of Lawrence R. Stanford (*Eligible to serve another term*) for a term that expires on December 31, 2025, on the Recreation Advisory Board (*Council's Appointment*). Councilor Tucker renominated Lawrence R. Stanford to serve another term on the Recreation Advisory Board.

A nominee for the seat of Lane Ogletree-Battle (*Eligible to serve another term*) for a term that expires on December 31, 2025, on the Recreation Advisory Board (*Council's Appointment*). Councilor Huff renominated Lawrence R. Stanford to serve another term on the Recreation Advisory Board.

A nominee for the seat of Rodney L. Lawrence (*Eligible to serve another term*) for a term that expires on December 31, 2025, on the Recreation Advisory Board (*Council's Appointment*). Councilor Huff renominated Lawrence R. Stanford to serve another term on the Recreation Advisory Board.

A nominee for the seat of Brantley Pittman (*Eligible to serve another term*) for a term that expires on December 31, 2025, on the Recreation Advisory Board (*Council's Appointment*). Councilor Huff renominated Lawrence R. Stanford to serve another term on the Recreation Advisory Board.

H. UPTOWN FACADE BOARD:

A nominee for the vacant seat of the Uptown Business Improvement District Representative with a term expiring on October 31, 2026, on the Uptown Façade Board (*Council's Appointment*). There were none.

CITY MANAGER'S AGENDA (continued):

2. BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies – Muscogee County Sheriff's Office

Resolution (376-25) A resolution authorizing the Mayor to apply for, accept, and expend any awarded funds as per the grant guidelines and city regulations, if awarded, a grant from the U.S.

Department of Justice, Office of Justice programs, Bureau of Assistance, BJA FY25 Body-Worn Camera Policy and Implementation Program to support law enforcement agencies, with the federal amount requested being \$200,000 and with a local in-kind match of 50% required (\$200,00) totaling a project cost of \$400,000 or as otherwise awarded, and amend the multi-governmental fund budget by the amount of the award. Funds will be utilized to properly implement BWC Programs that can strengthen the Evidentiary Foundation for Criminal Prosecutions, provide reliable documentation of officer-citizen encounters, and deter assaults on officers. Councilor Anker made a motion to reconsider his original motion to delay Item #2 on the City Manager's Agenda and approve, seconded by Councilor Huff and carried unanimously by the ten members present. (*NOTE: Action handled at the direction of the City Attorney.*)

EXECUTIVE SESSION:

Mayor Pro Tem Allen entertained a motion to go into Executive Session to discuss security plans for public buildings as requested by City Attorney Fay. Councilor Tucker made a motion to go into Executive Session, seconded by Councilor Cogle and carried unanimously by the ten members present, with the time being 9:17 p.m.

The Regular Meeting was reconvened at 9:42 p.m., at which time, Mayor Pro Tem Allen announced that the Council did meet in Executive Session to discuss security plans for public buildings; however, there were no votes taken.

With there being no further business to discuss, Mayor Pro Tem Allen entertained a motion for adjournment. Motion by Councilor Tucker to adjourn the October 28, 2025, Regular Council Meeting, seconded by Councilor Hickey and carried unanimously by the nine members present, with Councilor Garrett being absent for the vote, and the time being 9:42 p.m.

Lindsey G. McLemore
Clerk of Council
Council of Columbus, Georgia

File Attachments for Item:

4. GA Tech Housing Study – Presented by Alan Durham

COLUMBUS REGIONAL HOUSING STUDY

HOUSING MARKET ANALYSIS + WORKFORCE HOUSING NEEDS ASSESSMENT



unitedcv.org/hfg

**UNITED
WAY**



Georgia Tech Enterprise Innovation Institute
Center for Economic
Development Research

COLUMBUS REGIONAL HOUSING STUDY Item #4.

HOUSING MARKET ANALYSIS + WORKFORCE HOUSING NEEDS ASSESSMENT

Alan R. Durham

Senior Economic Developer

Georgia Institute of Technology

Enterprise Innovation Institute

Alan.Durham@innovate.gatech.edu

STUDY LINK: unitedcv.org/hfg and cedr.gatech.edu



Georgia Tech Enterprise Innovation Institute

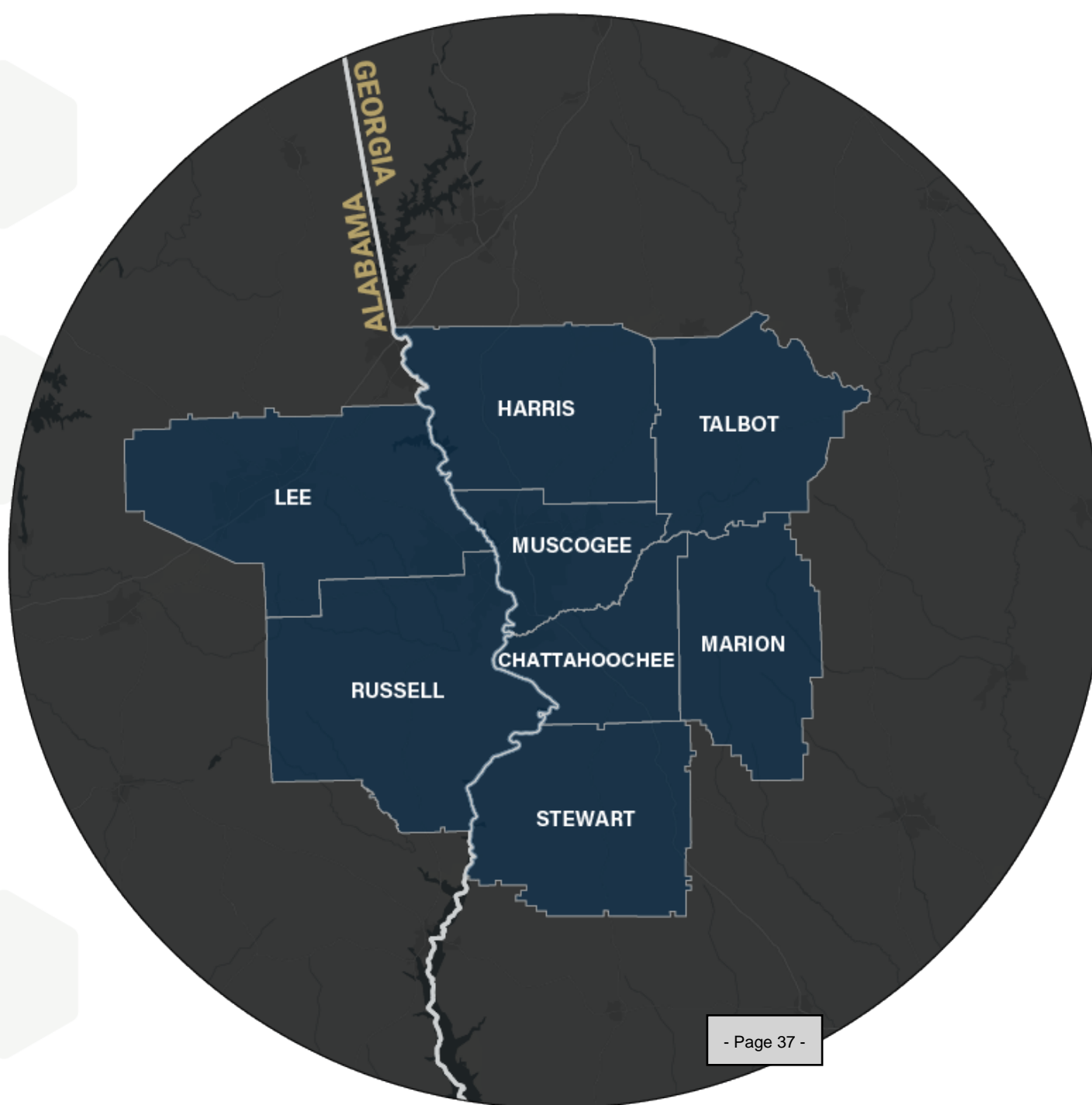
Center for Economic

Development Research

- Page 36 -

STUDY AREA

Item #4.



GEORGIA COUNTIES

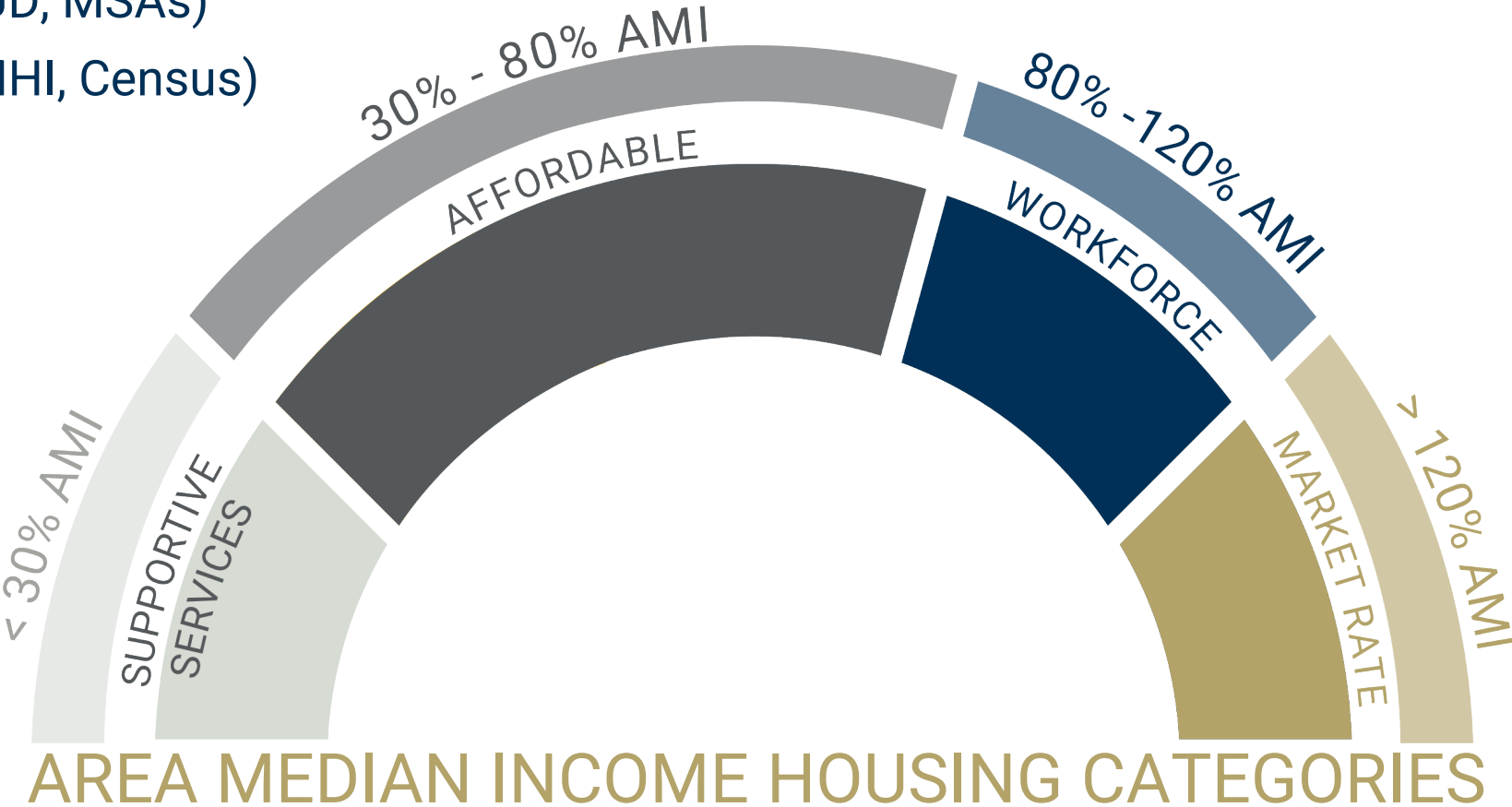
- Chattahoochee
- Harris
- Marion
- Muscogee
- Stewart
- Talbot

ALABAMA COUNTIES

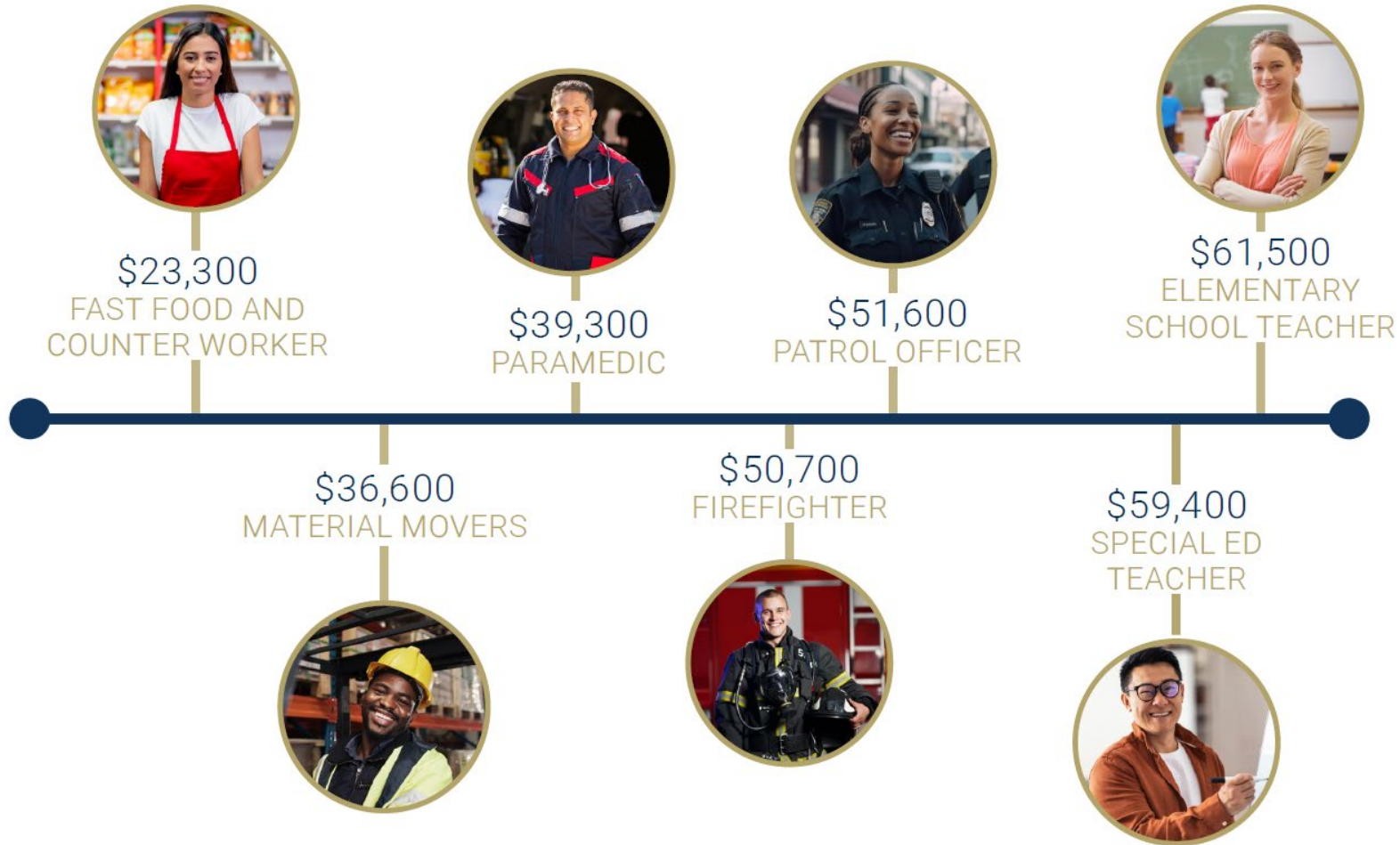
- Lee
- Russell

What is Workforce Housing?

- Area Median Income (AMI, HUD, MSAs)
- Median Household Income (MHI, Census)
- Renters and owners
- 80%-120% AMI
- Under 80% is subsidized



Who is Your Workforce?



MEDIAN HOUSEHOLD INCOME

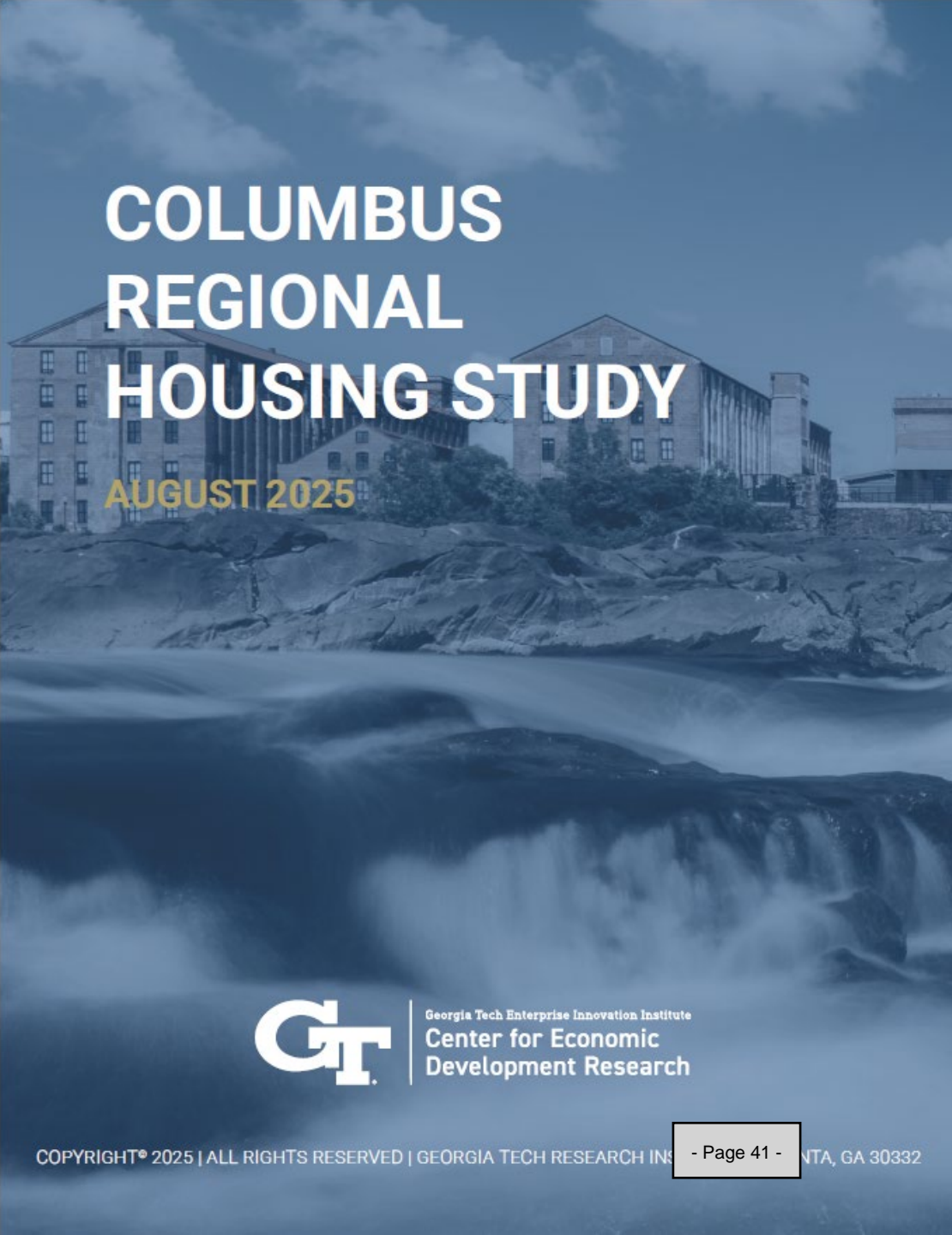
Regional Wages and Affordability

Item #4.

REGIONAL MEDIAN HOUSEHOLD INCOME: \$58,500

Household Income	30% of Gross Income	Affordable Monthly Spending	Affordable Home
\$25,000	\$7,500	\$625	\$62,000
\$35,000	\$10,500	\$875	\$99,000
\$50,000	\$15,000	\$1,250	\$155,000
\$75,000	\$22,500	\$1,875	\$249,000
\$100,000	\$30,000	\$2,500	\$342,000
\$150,000	\$45,000	\$3,750	\$529,000
\$200,000	\$60,000	\$5,000	\$715,000

AN AFFORDABLE MORTGAGE ASSUMES A 30% HOUSING BUDGET, A 30-YEAR MORTGAGE AT 7%, 5% DOWNPAYMENT, AND TAXES AND INSURANCE OF \$2,500 PER YEAR.



COLUMBUS REGIONAL HOUSING STUDY

AUGUST 2025



Georgia Tech Enterprise Innovation Institute
Center for Economic
Development Research

THE STUDY Item #4.

HOUSING MARKET ANALYSIS +
WORKFORCE HOUSING NEEDS ASSESSMENT



Georgia Tech Enterprise Innovation Institute
Center for Economic
Development Research

PUBLIC PARTICIPATION Item #4.

Online Surveys, Focus Groups + Interviews

ONLINE SURVEY RESPONSES: **433**

FOCUS GROUPS + INTERVIEWS: **100+**



FOCUS GROUPS + INTERVIEWS

Item #4.

KEY STAKEHOLDERS

- Over 100 Interviewed
- Elected Officials
- Appointed Board Members
- Local Government Staff
- Nonprofit Leaders
- Realtors
- Real Estate Developers

STUDY FORMAT

Item #4.

01 INTRODUCTION

02 REGIONAL OVERVIEW

03 COUNTY ASSESSMENTS

04 RESOURCES

05 APPENDICES

COUNTY ASSESSMENTS

The county assessments include three primary components.

01

COMMUNITY PROFILE

CEDR created a unique demographic, employment, and financial profile for each county to better understand underlying characteristics of each community. Each custom community profile is intended to establish a data baseline of information to identify economic development challenges and housing opportunities in each county.

02

RESIDENTIAL MARKET ANALYSIS

Current housing trends for both rental and owner-occupied products have been analyzed including price points, vacancy rates, and tenure for each county.

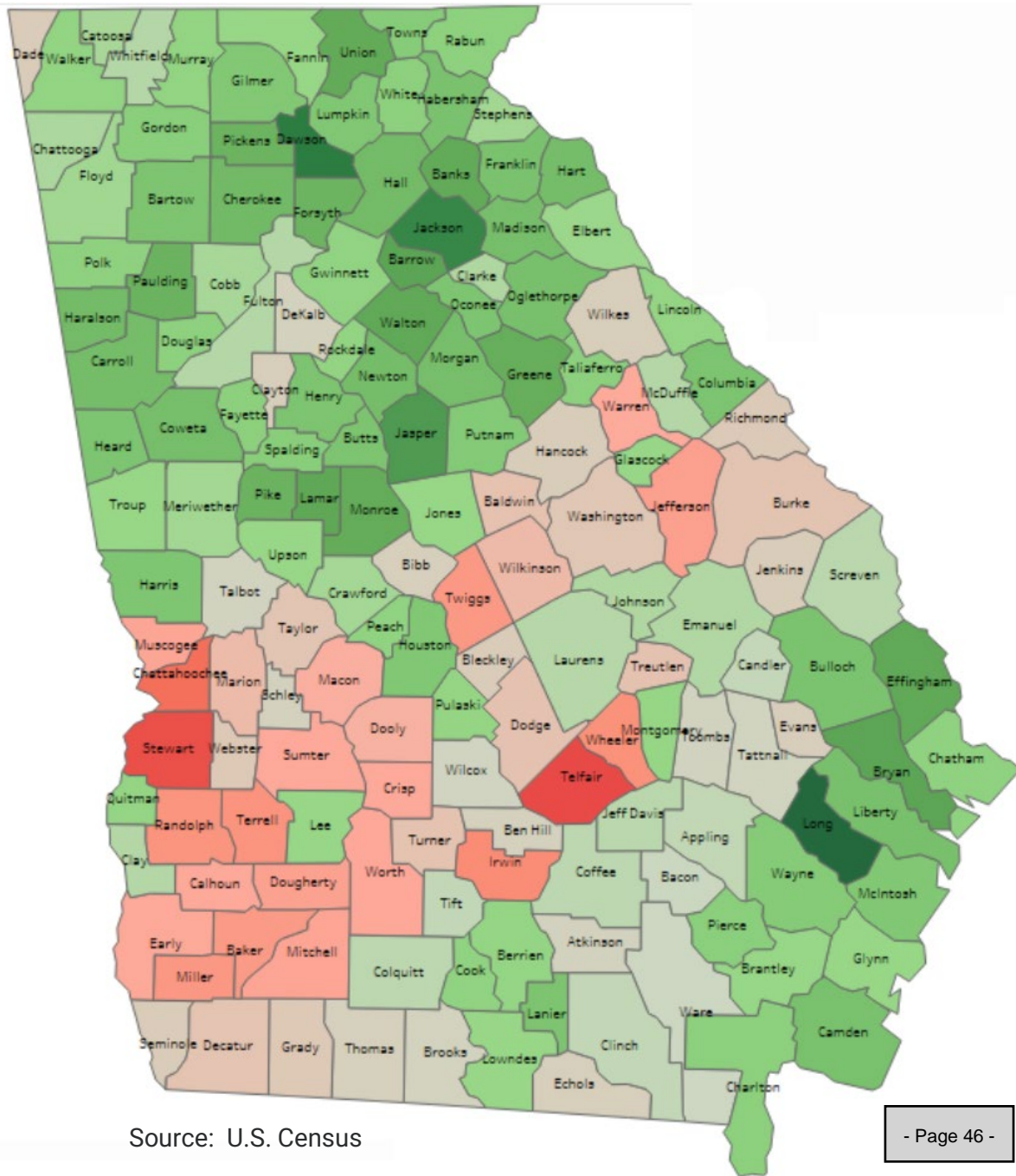
03

WORKFORCE HOUSING NEEDS ASSESSMENT

Based on findings from each county's community profile and housing market analysis, the project team analyzed the availability and affordability of housing for middle-class working households who earn between 80% and 120% of the county's median household income. In areas where a housing shortfall was identified, CEDR provides recommendations on how to best address the housing mismatch and to alleviate limited supply.

Georgia County Population Trends 2020-2023

Item #4.



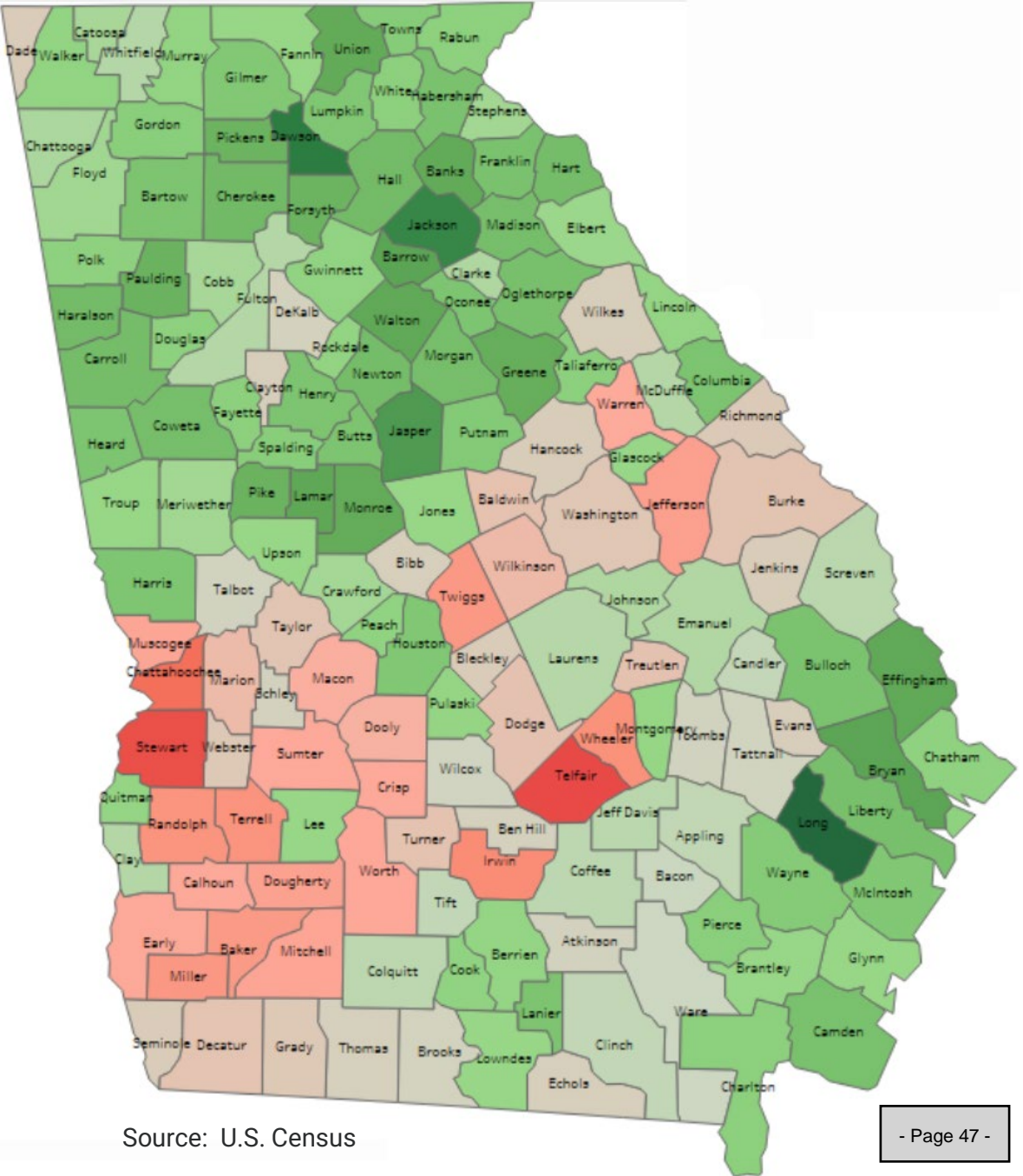
County % population gains and losses from July 2020 to July 2023. The higher the growth rate, the darker the green. The higher the loss rate, the darker the red.

Rank	County	2020 Population	2023 Population	Growth	Change
1	Long	16,270	19,594	20.4%	3,324
2	Dawson	27,065	31,732	17.3%	4,667
3	Jackson	76,712	88,615	15.5%	11,903
4	Jasper	14,674	16,455	12.2%	1,781
5	Barrow	84,040	92,792	10.5%	8,752
6	Bryan	45,059	49,739	10.4%	4,680
7	Lamar	18,546	20,401	10.0%	1,855
8	Walton	97,187	106,702	9.8%	9,515
9	Effingham	65,149	71,541	9.8%	6,392
10	Banks	18,087	19,789	9.4%	1,702

Source: U.S. Census

Georgia County Population Trends 2020-2023

Item #4.

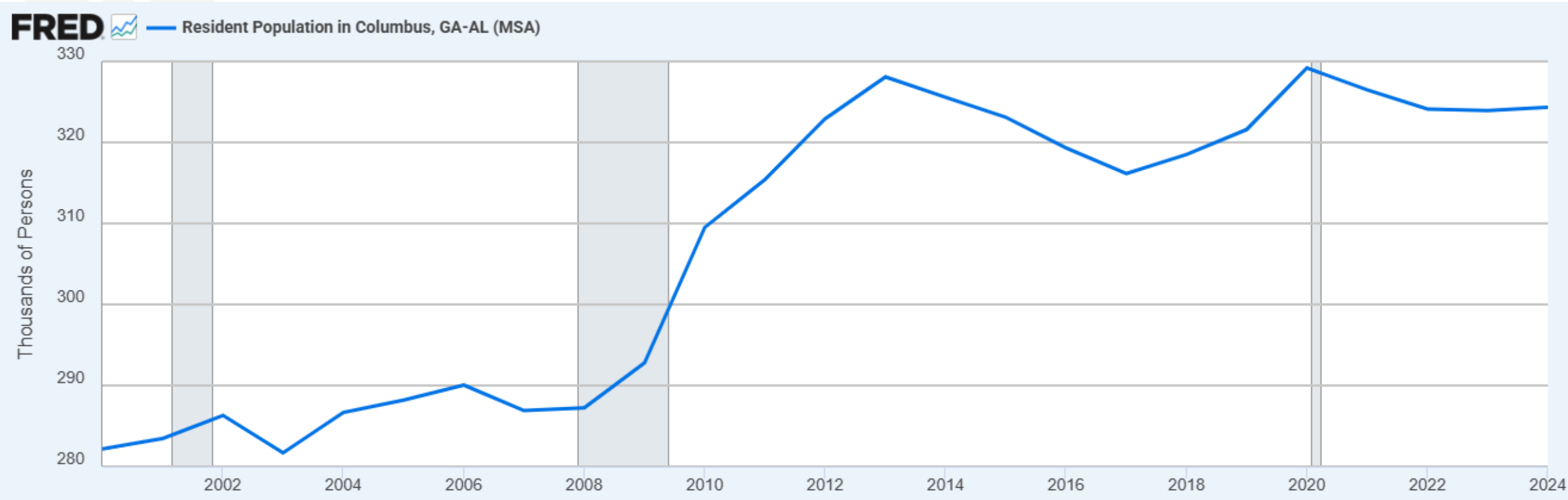


County % population gains and losses from July 2020 to July 2023. The higher the growth rate, the darker the green. The higher the loss rate, the darker the red.

Rank	County	2020 Population	2023 Population	Growth	Change
1	Telfair	12,476	10,920	-12.4%	-1,556
2	Stewart	5,307	4,674	-11.9%	-633
3	Chattahoochee	9,473	8,661	-8.6%	-812
4	Irwin	9,647	9,120	-5.5%	-527
5	Wheeler	7,449	7,081	-4.9%	-368
6	Terrell	9,134	8,718	-4.6%	-416
7	Randolph	6,370	6,078	-4.6%	-292
8	Miller	5,994	5,747	-4.1%	-247
9	Twiggs	8,012	7,691	-4.0%	-321
10	Baker	2,851	2,743	-3.8%	-108

Source: U.S. Census

POPULATION CHANGE Item #4.



Source: U.S. Census Bureau via FRED®
Shaded areas indicate U.S. recessions.

fred.stlouisfed.org

STUDY LINK: unitedcv.org/hfg and cedr.gatech.edu

UNEMPLOYMENT RATE Item #4.

Unemployment

Unemployment rates are lowest in Lee and Harris Counties with Chattahoochee County having the highest level at 7.1%. Since the beginning of the COVID-19 pandemic in 2020, unemployment has declined throughout the region, except for a slight rise in 2023 in half of the eight counties in the study area.

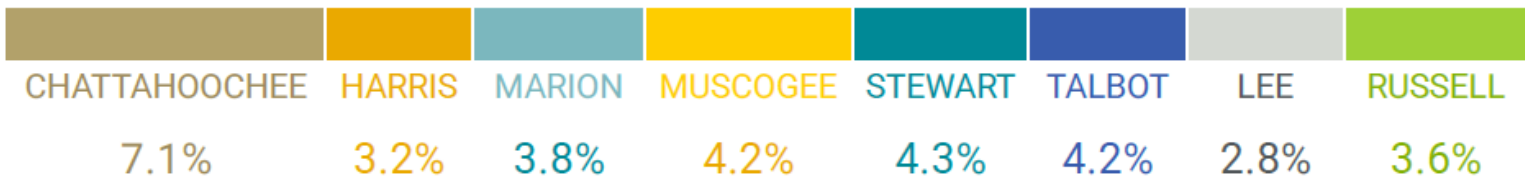
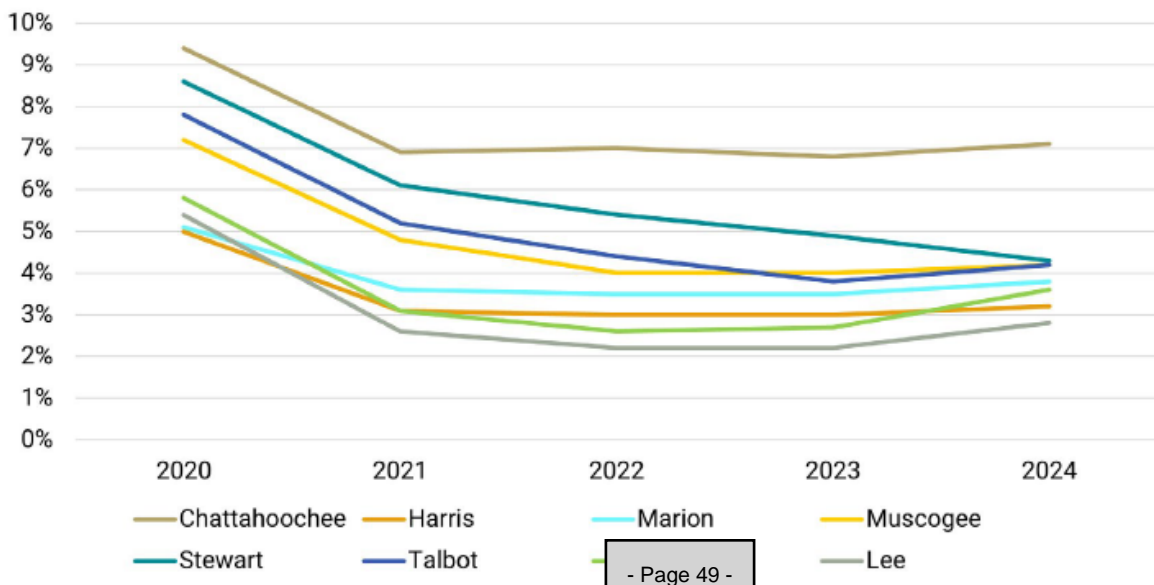


FIGURE 6 | UNEMPLOYMENT BY COUNTY

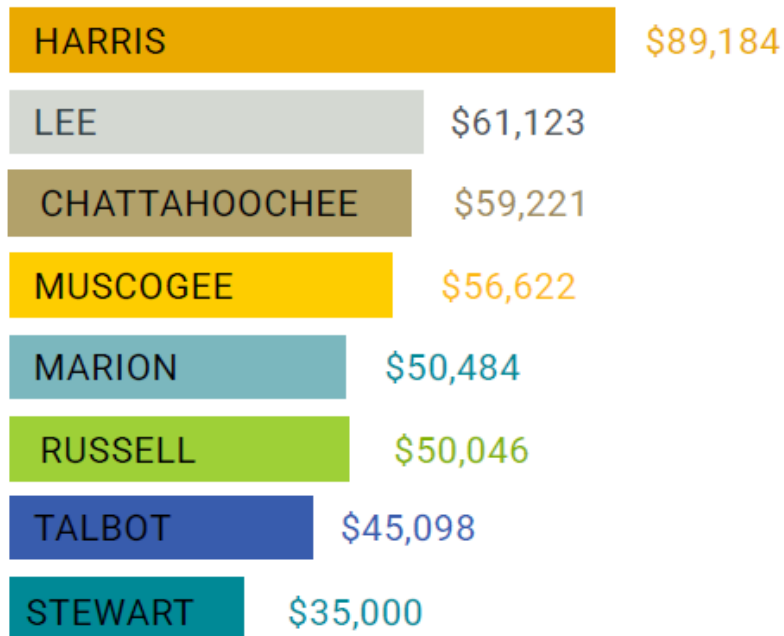


SOURCE: BUREAU OF LABOR STATISTICS, AUGUST 2025

HOUSEHOLD INCOME Item #4.

Income

The median household income in the region is \$58,500, meaning half of households in the region earn less and half earn more. The region's median household income falls below both Alabama and Georgia state averages. Harris County leads the region with significantly higher household income levels, almost 2.5 times that of Stewart County. Across all eight counties, median household incomes vary widely from \$35,000 for rural Stewart County to over \$89,000 for Harris County.

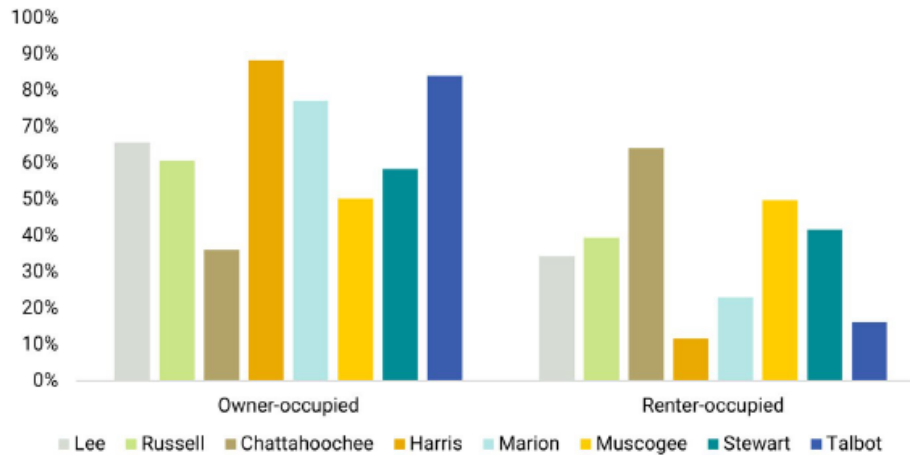


TOP REGIONAL EMPLOYME Item #4.

INDUSTRY	JOB	AVERAGE EARNINGS
Government	64,586	\$69,643
Accommodation and Food Services	22,859	\$25,448
Healthcare and Social Assistance	22,224	\$67,256
Retail Trade	21,082	\$39,509
Manufacturing	17,889	\$81,048
Admin, Support, and Waste Management Services	12,777	\$40,522

SOURCE: LIGHTCAST, 2024

FIGURE 9 | HOUSING TENURE BY COUNTY



SOURCE: ACS 5-YEAR ESTIMATES, 2023

FIGURE 10 | OCCUPANCY AND VACANCY RATES BY COUNTY

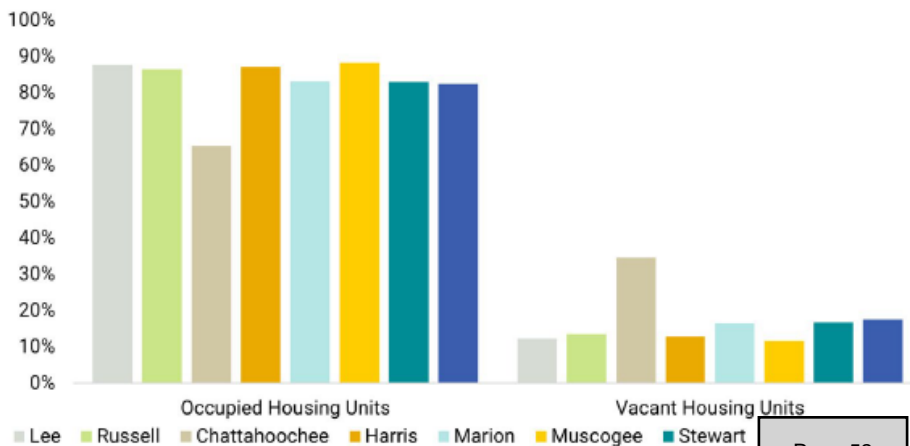
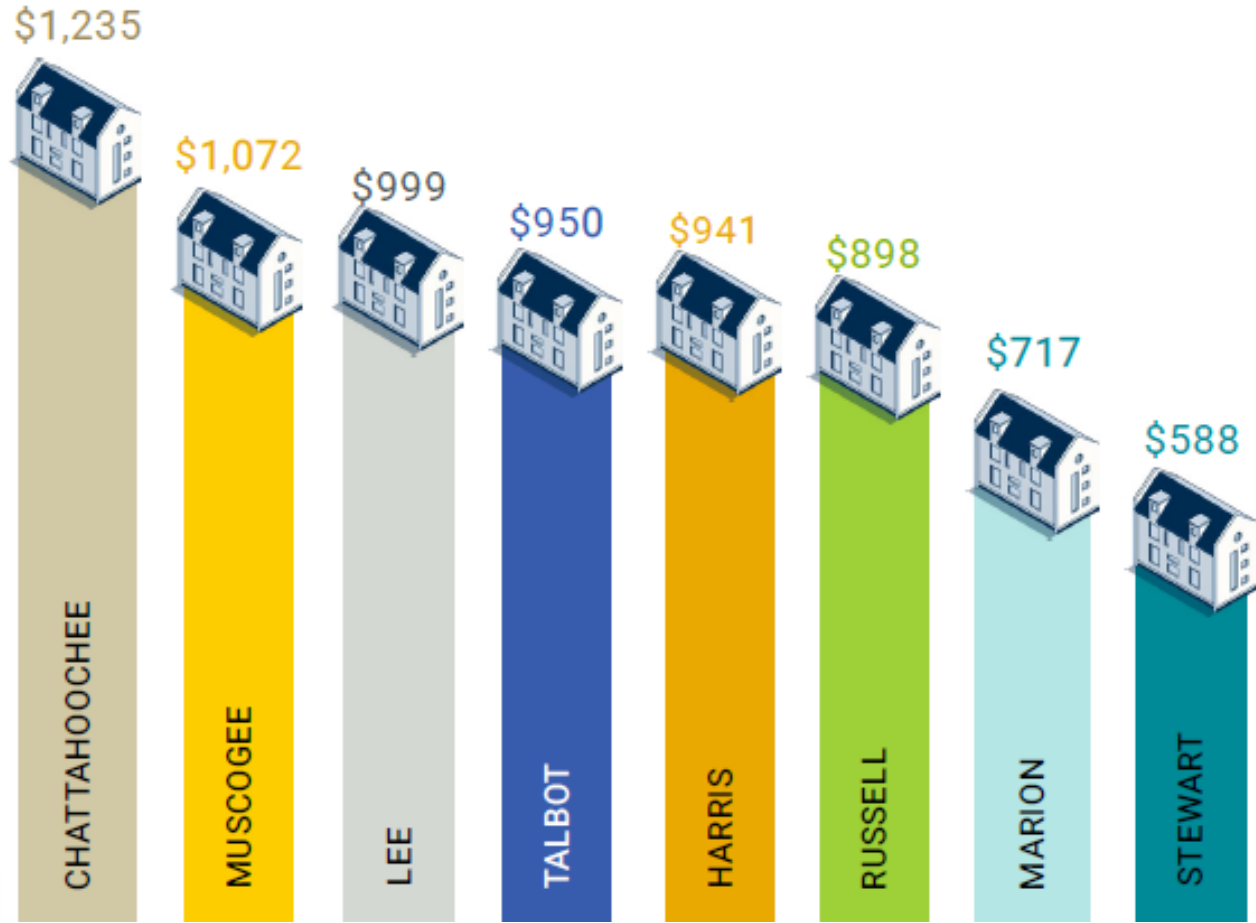


Figure 9 shows percentages of housing units that are owned or rented. Harris and Talbot Counties have the highest percentage of homeowners, exceeding 80%, which is well above the state average. Chattahoochee and Muscogee Counties have the lowest percentage of homeowners, followed by Marion County. Counties with the most renters include Chattahoochee, Muscogee, and Stewart which is expected given the rental demand around Fort Benning.

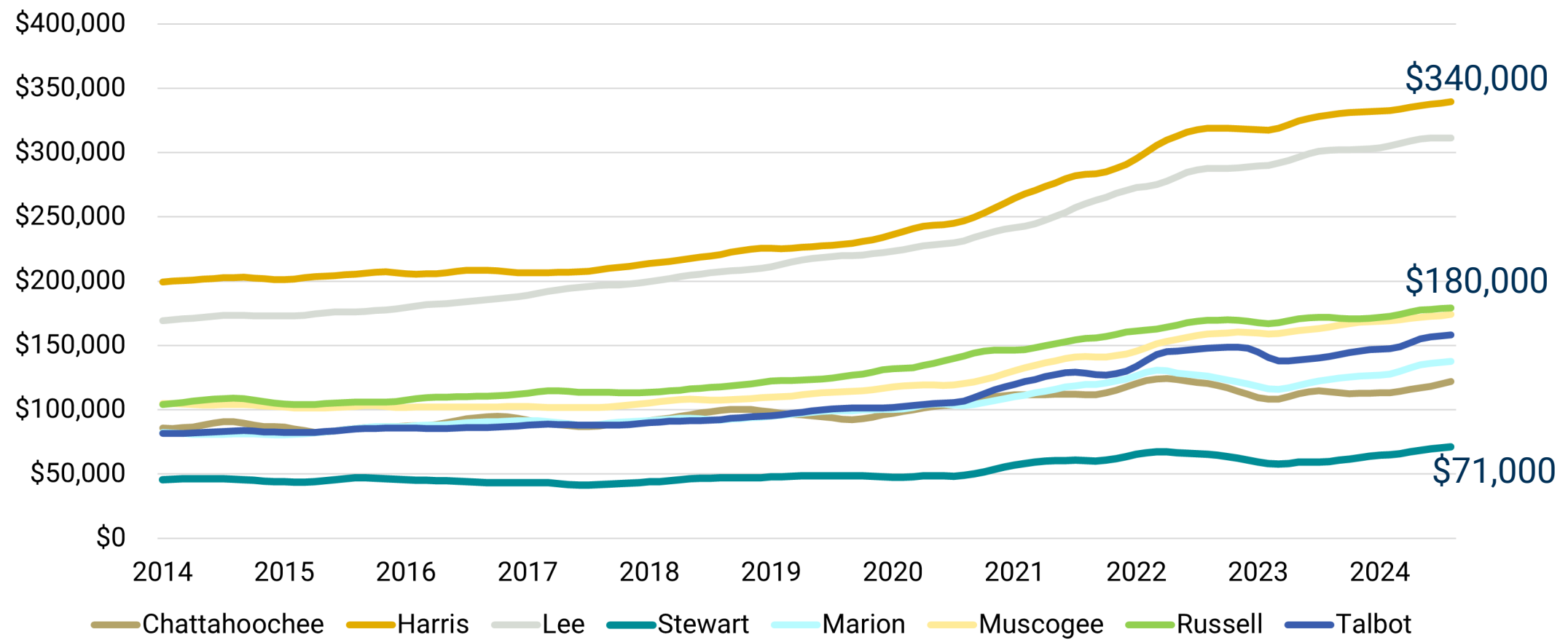
Figure 10 shows percentages of housing units in each county that are occupied or vacant. Chattahoochee County has the largest number of vacant housing units.



Median Gross Rent

The least expensive median gross is in rural Stewart and Marion counties. The highest rents are in Chattahoochee County, followed by Muscogee County. This is likely due to the proximity of Fort Benning and a strong demand for rental products from military personnel.

MEDIAN HOME VALUE Item #4.



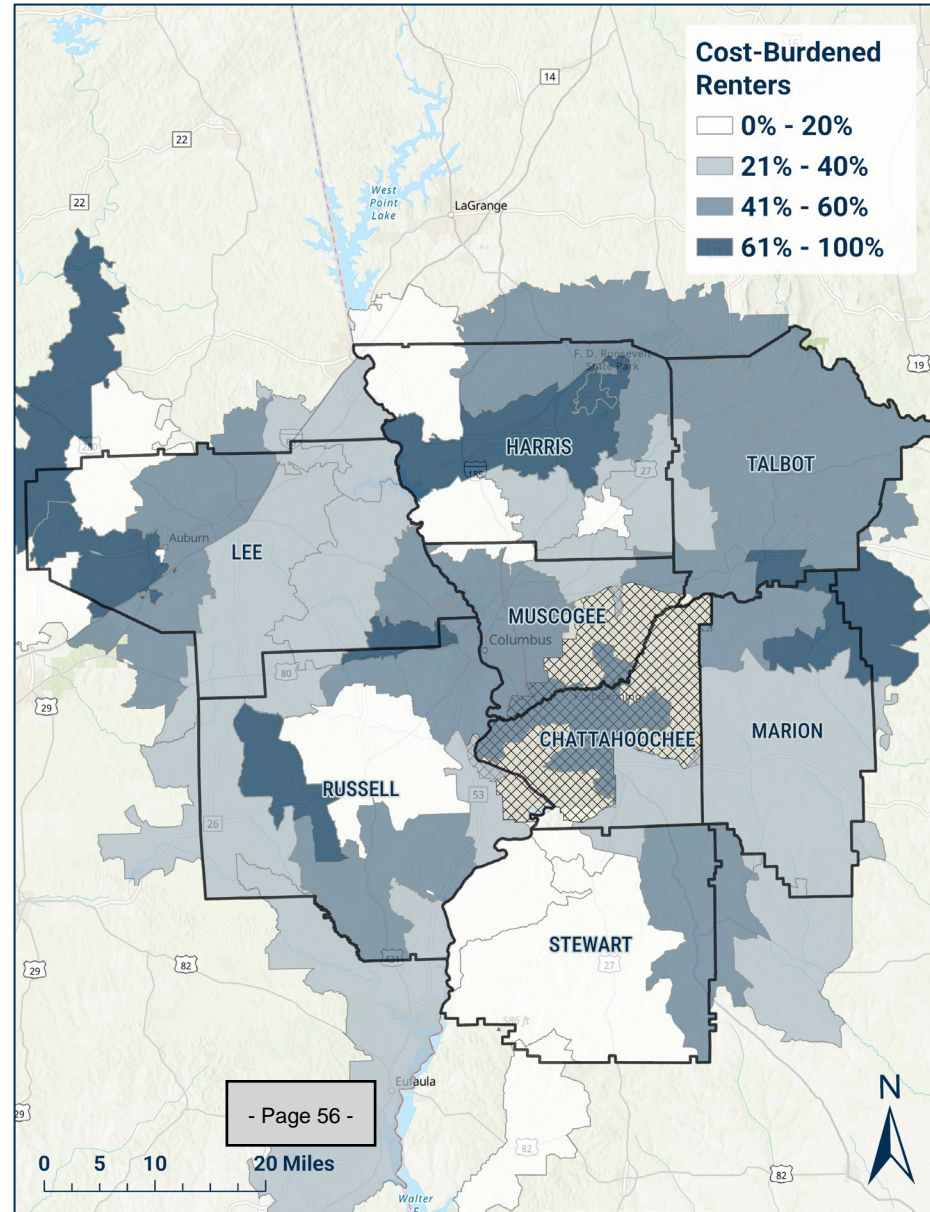
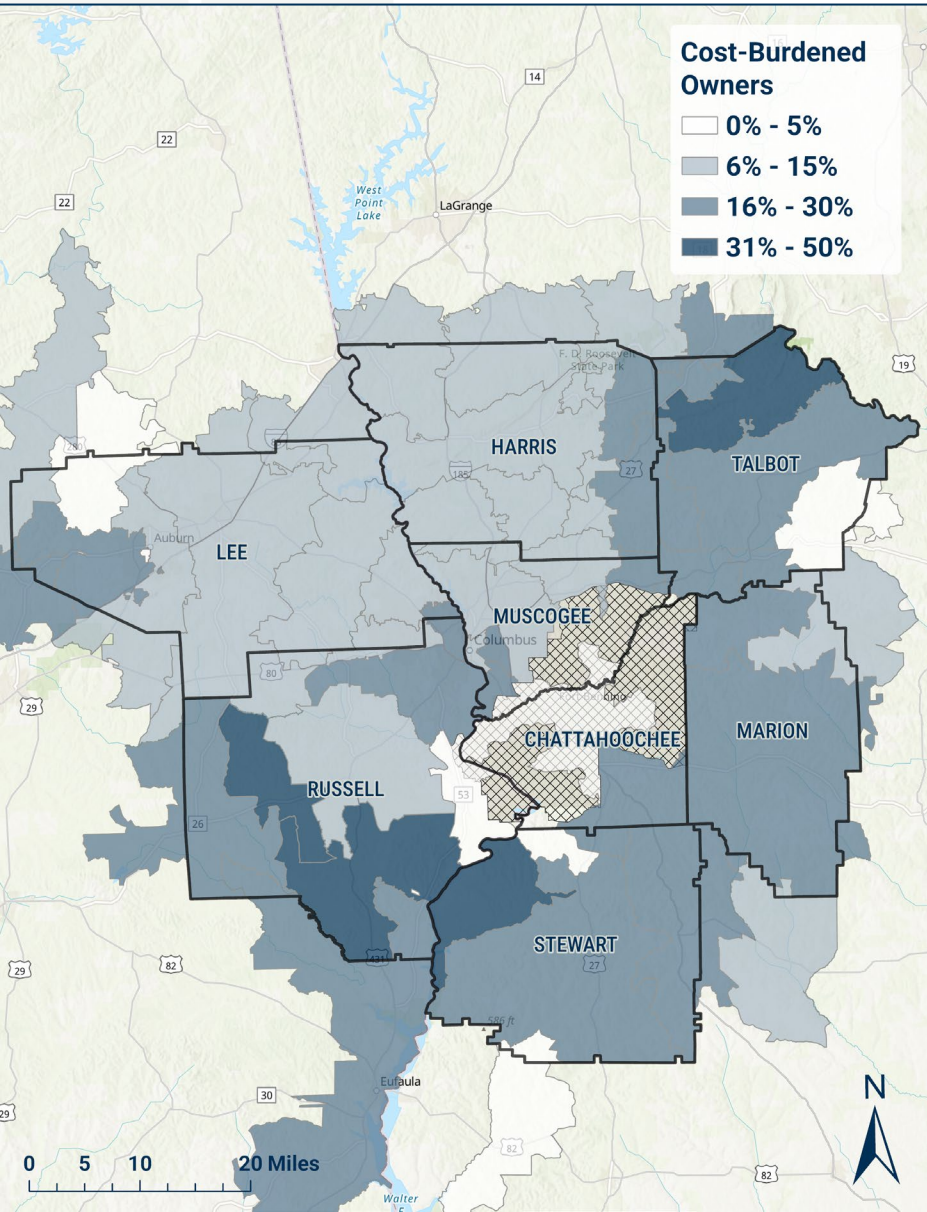
COUNTY HOME PRICE CHANGE	2014-2019 CHANGE	2019-2024 CHANGE
Chattahoochee	8%	23%
Harris	13%	47%
Lee	27%	42%
Stewart	6%	40%
Marion	21%	35%
Muscogee	9%	52%
Russell	17%	41%
Talbot	20%	54%

SOURCE: ZILLOW, 2024

COST BURDENED HOUSEHOLDS

Item #4.

> 30% SPENT ON HOUSING



FUTURE HOUSING DEMAND

The eight-county region is expected to grow by approximately 36,000 people between now and 2035. This anticipated reversal of regional population loss is fortunate, but it will require a coordinated effort to ensure there is enough housing, especially for those in the workforce household income range. Over 14,000 new owner-occupied and rental housing units will be needed to meet demand from this forecasted population growth.

TABLE 4 | TEN-YEAR POPULATION GROWTH FORECAST AND HOUSING NEEDS BY COUNTY

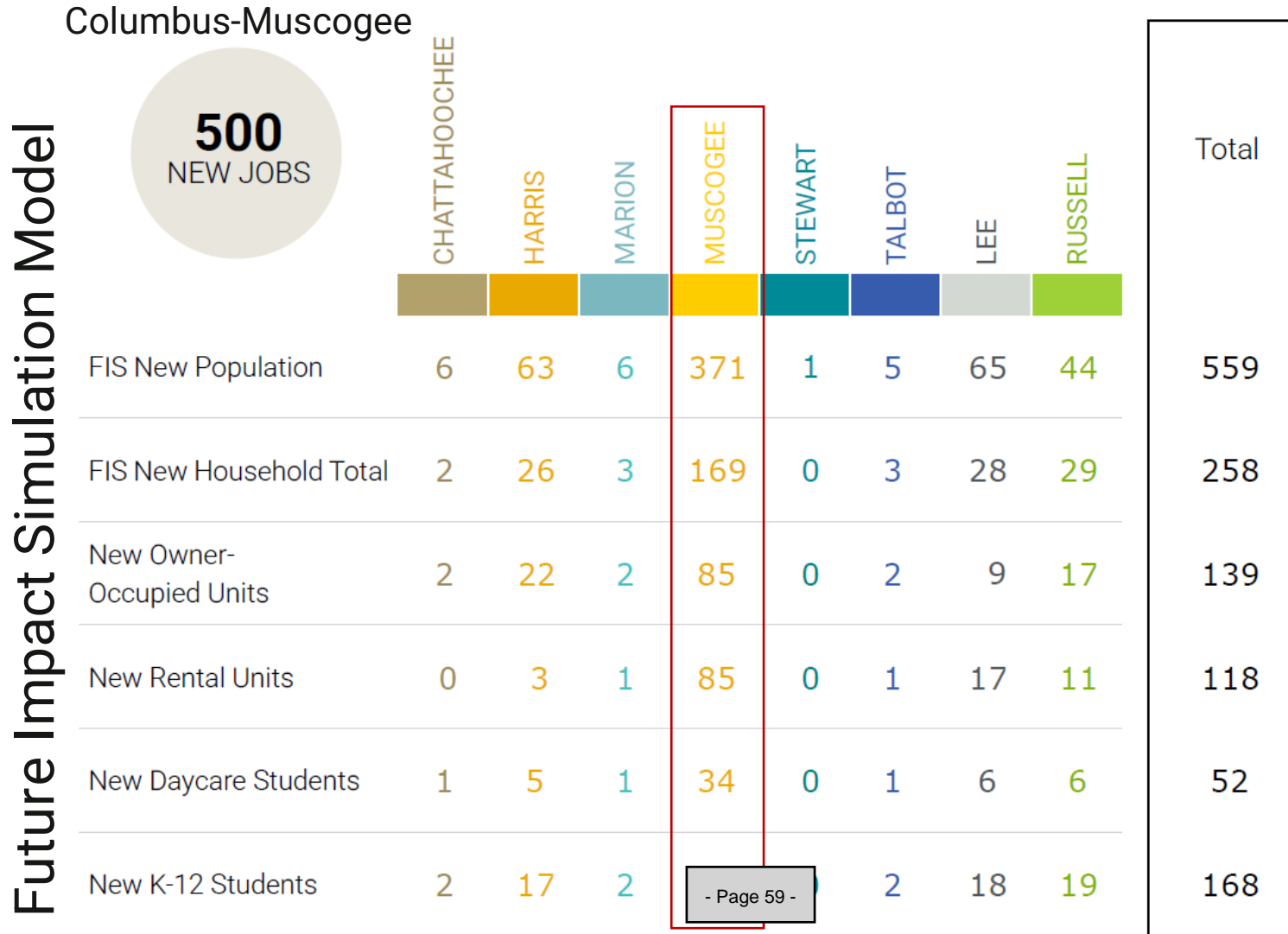
	CHATTAHOOCHEE	HARRIS	MARION	MUSCOGEE	STEWART	TALBOT	LEE	RUSSELL	Total
New Residents (2025-2035)	-544	3,503	175	7,466	146	-230	21,277	3,360	35,927
For-Sale Homes Needed	-	1,097	54	1,458	35	-	5,340	791	8,775
Rental Units Needed	-	169	16	1,575	37	-	3,187	588	5,572
Total Housing Units Needed	-	1,266	70	3,033	72	-	8,527	1,379	14,346

Next Ten Years
+36,000
New Housing Needed
+14,000

Muscogee County needs to build approximately 3,033 new residential units over the next ten years. This results in an annual goal of 303 new residential units per year.

Workforce Housing is Economic Development

Are You Ready?

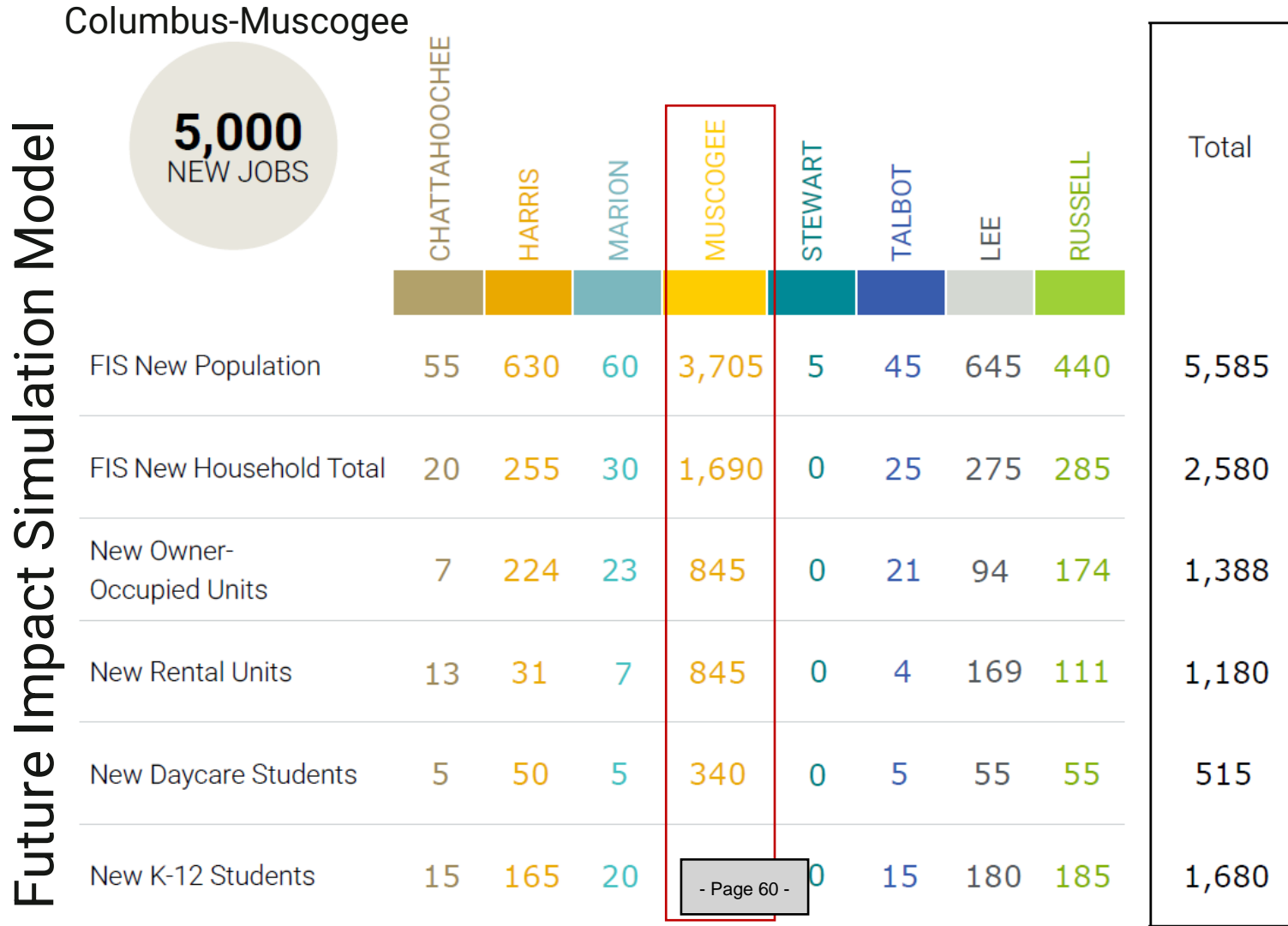


Future Impact Simulation Model



Workforce Housing is Economic Development

Are You Ready?



Are you Ready?

Ask the Right Questions

Item #4.

- How many new rooftops will we need?
- Where will we build?
- What price points?
- How much rental and how much for sale?
- How many households will have children? Do we need a new school?
- Can our water and sewer handle this much new development?
- Will we need more police or a new fire station?
- Daycares already have a waiting list, how many new preschoolers will we have?

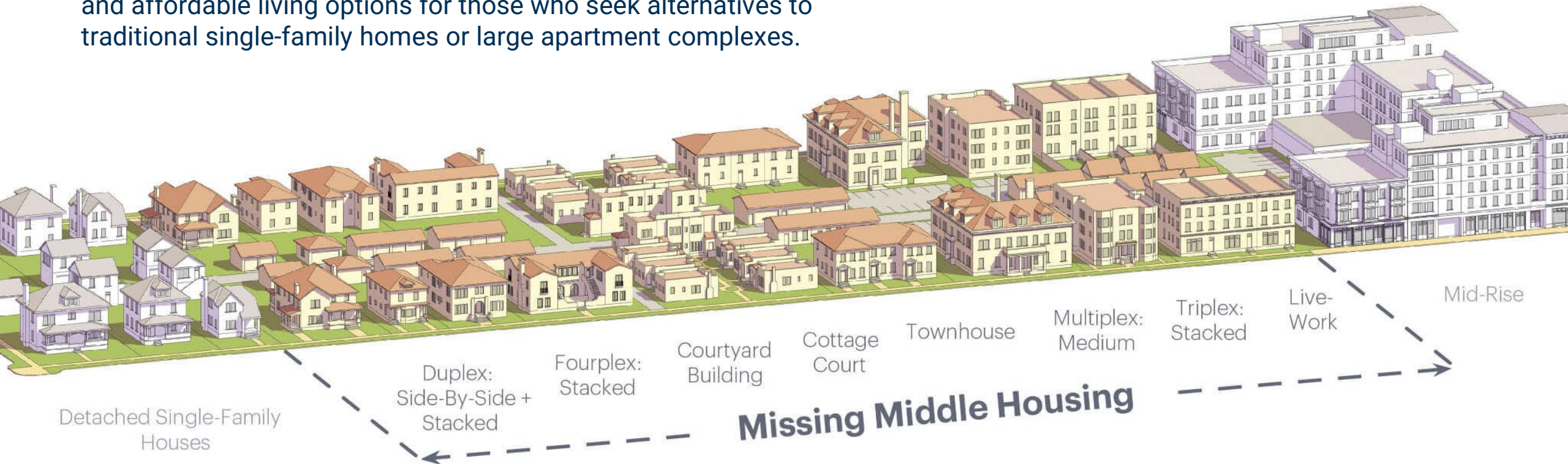


MISSING MIDDLE HOUSING

Item #4.

ALTERNATIVE HOUSING STRATEGIES

"Missing middle" housing refers to a range of multi-unit or clustered housing types that fall between single-family homes and large apartment complexes. These include duplexes, triplexes, quadplexes, townhomes, cottage courts, and small apartment buildings with fewer than 20 units. Typically designed to blend into older residential neighborhoods in need of revitalization, missing middle housing provides more diverse and affordable living options for those who seek alternatives to traditional single-family homes or large apartment complexes.



Missing Middle Housing Examples

Item #4.



Small Lot Single | Portland, OR



Duplex | Atlanta, GA



Triplex | Minneapolis, MN



Fourplex | Portland, OR



Sixplex | Providence, RI



Eightplex | Toronto, ON



Townhouse | Silver Spring, MD



Stacked Townhouse | DC

11

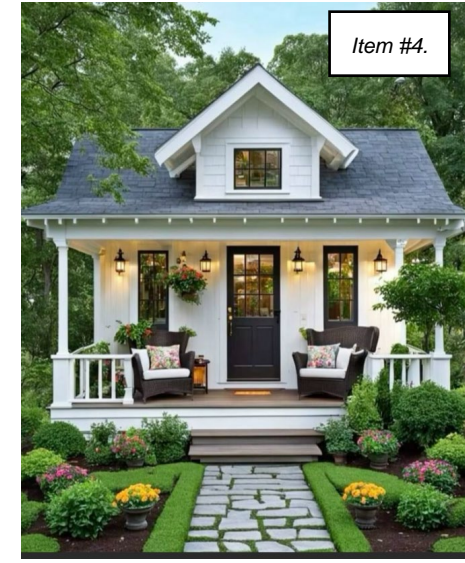
Image sources (clockwise from top left): City of Portland, Avenue Realty, Bruce Brunner, City of Portland, bonstra.com, eya.com, circabuilt.com, unionstudioarch.com

MISSING MIDDLE HOUSING

Item #4.

ALTERNATIVE HOUSING STRATEGIES





Neighborhood Revitalization

Stabilization + Crime Reduction



Neighborhood Revitalization Alternative to Demolition

Item #4.



HISTORIC NEIGHBORHOOD PREMIUMS

In many cities, homes built before WWII in established and walkable historic districts can be worth 30-70% more than newer homes in outlying subdivisions.
(Realtor.com)

Neighborhood Revitalization

Increase Property Values

Item #4.



HISTORIC NEIGHBORHOOD PREMIUMS

In many cities, homes built before WWII in established and walkable historic districts can be worth 30-70% more than newer homes in outlying subdivisions.
(Realtor.com)

Neighborhood Revitalization

Absentee Landlords, Foreclosures, + Tax Liens

Item #4.

HISTORIC NEIGHBORHOOD PREMIUMS

In many cities, homes built before WWII in established and walkable historic districts can be worth 30-70% more than newer homes in outlying subdivisions.

(Realtor.com)



HOUSING RECOMMENDATIONS

STRATEGIES + PARTNERSHIPS

Item #4.

- Redevelop obsolete/blighted commercial corridors for more housing.
- Encourage mixed-use development over single-use commercial.
- Increase rooftops and density near historic downtown areas.
- Protect and preserve greenspace in rural areas.
- Allow smaller lots and less square footage where appropriate.
- Build more missing middle and small apartment complexes instead of large suburban apartments.
- Allow flexible zoning to accommodate infill for older neighborhoods.
- Strengthen partnerships and funding for housing nonprofits.
- Make affordable housing a priority in the region.

Identify Housing Locations

“Everything doesn’t belong everywhere,
but everything belongs somewhere.”

– Betsy McGriff

Do

- Build where infrastructure exists
- Historic downtown areas
- Neighborhood revitalization
- Blighted commercial corridors
- Redevelopment areas
- Unused public land

Don't

- Legacy neighborhoods (established planned subdivisions)
- Low density, single-family areas
- NIMBYS, CAVES, and BANANAS



Workforce Housing Strategy

Ideal Housing Locations

Item #4.

Historic Downtowns

- New rooftops support retail
- Density can be appropriate
- Vacant lots and surface parking
- Condos, townhomes, mixed-use, lofts

Neighborhood Revitalization

- Eliminate slum and blight
- Infill vacant lots
- Address chronic code violations
- Missing Middle housing
- Land Trust

Workforce Housing Strategy

Ideal Housing Locations

Item #4.

Commercial Corridors

- Redevelop blighted highways
- Retail pruning for obsolete properties
- Create corridor redevelopment plans
- Tax Allocation Districts (TADs)
- Community Improvement Districts (CIDs)

Unused Public Land

- Intergovernmental Agreements
- Obsolete government buildings
- Vacant schools
- Vacant land



Workforce Housing Strategies

Key Takeaways

Item #4.

1

Workforce Housing is
Economic Development

2

Allow Missing Middle +
Increased Density

3

Build Variety of
Home Types + Prices
for Everyone

4

Build More Housing
in and Around
Downtown

5

Redevelop Blighted
Neighborhoods +
Commercial Areas

6

Update + Utilize Existing
Infrastructure

Thank You

STUDY LINK: unitedcv.org/hfg and cedr.gatech.edu

Alan R. Durham

Senior Economic Developer

Georgia Institute of Technology

Enterprise Innovation Institute

Alan.Durham@innovate.gatech.edu



Georgia Tech Enterprise Innovation Institute
Center for Economic
Development Research

File Attachments for Item:

1. 1st Reading- An Ordinance approving a policy concerning the governance and use of Artificial Intelligence (AI) Technologies as Addendum 6 to the Acceptable and Supportable use of Technology Policy Number 210-1000-004. (Mayor Pro-Tem and Councilor Tucker)

AN ORDINANCE
NO. _____

An Ordinance approving a policy concerning the governance and use of Artificial Intelligence (AI) Technologies as Addendum 6 to the Acceptable and Supportable use of Technology Policy Number 210-1000-004.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

SECTION 1.

The policy *Governance and Use of Artificial Intelligence (AI) Technologies* attached hereto as Exhibit A is hereby adopted and will be executed by the City Manager as Addendum 6 to the Acceptable and Supportable Use of Technology Policy Number 210-1000-004.

SECTION 3.

This revised policy will become effective upon signature by the Mayor.

SECTION 4.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 4th day of November 2025, introduced a second time at a regular meeting held on the ____ day of _____ 2025 and adopted at said meeting by affirmative vote of ____ members of said Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

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

Addendum to Acceptable and Supportable Use of Technology

POLICY NUMBER: 210-1000-004

ADDENDUM NUMBER: 6

ADDENDUM TITLE: Governance and Use of Artificial Intelligence (AI) Technologies

EFFECTIVE DATE: December 1, 2025

REVISION DATE: [Insert Date]

APPROVED BY:

Ordinance No. _____

Dated the ___ day of _____, 2025

STATEMENT OF ADDENDUM

The Columbus Consolidated Government (CCG) acknowledges the growing integration and utility of Artificial Intelligence (AI) technologies in improving productivity, efficiency, and decision-making. This addendum defines acceptable and supportable use of AI tools, systems, and applications, and establishes safeguards for transparency, security, privacy, and accountability in their deployment.

SCOPE

This addendum applies to all AI-related systems, software, and tools used on any CCG-owned, leased, or managed technology, or accessed using CCG credentials or networks. This includes but is not limited to: machine learning applications, predictive analytics tools, generative AI (e.g., chatbots, image generators), and AI-integrated platforms.

AI USE REQUIREMENTS

Acceptable Use

- a. Use of AI tools must comply with all components of the CCG Acceptable and Supportable Use of Technology and its Addendums and all other CCG policies.
- b. Use AI tools only for their intended purpose and use in accordance with applicable laws and regulations.
- c. Ensure that AI tools are used in a manner consistent with the mission, values, and business objectives of the applicable department and CCG by regularly consulting with supervisors, department heads, and relevant stakeholders to align AI-generated outputs with organizational goals.

- d. Exercise due diligence and critical thinking when using AI-generated outputs to ensure accuracy, appropriateness, and alignment with CCG policies outlined in the Acceptable and Supportable Use of Technology and its Addendums and other CCG policies.

Authorization

- a. Acquiring AI solutions for any CCG-related task must be reviewed and authorized by the Department of Information Technology (IT).
- b. AI tools not expressly approved by IT are prohibited from being installed or accessed on CCG networks or devices.

Confidentiality and Data Integrity

- a. Confidential or sensitive information shall not be entered into publicly accessible AI systems (e.g., ChatGPT, Bard, Public Copilot) unless approved by IT and the City Attorney.
- b. AI systems that store or process sensitive CCG data must comply with all applicable federal, state, and local data privacy laws and IT security protocols.

Bias and Ethics

- a. AI tools must be evaluated by IT for potential bias or discriminatory outcomes before deployment.
- b. Users are responsible for verifying the accuracy of AI outputs and ensuring they align with CCG's ethical standards.

Prohibited Use of AI

- a. Automated decision-making tools shall not be used to take adverse employment, legal, or financial actions without human oversight.
- b. AI shall not be used to generate official records or documents without human oversight.

TECHNOLOGY SUPPORT

The Director of the Department of Information Technology reserves the right to approve, limit, or deny support for any AI system that poses a security risk, lacks transparency, was implemented without proper authorization, or is deemed non-compliant with this policy.

DISCIPLINARY ACTIONS

Violations of this policy may result in disciplinary actions in accordance with the CCG Disciplinary Policies which may include removal of access privileges, termination of employment and/or criminal prosecution.

REPORTING RESPONSIBILITIES

Any and all violation(s) of this policy will be reported to the department head or elected official that oversees the involved personnel, unless the department head or elected official is considered involved in the violation, at which time the Mayor, City Manager

and the Director of Human Resources shall be notified. The Director of Information Technology or designee will also be notified by the department head or elected official of all reported violations.

DISCIPLINARY RESPONSIBILITIES

It is the responsibility of the department head or elected official of involved personnel to administer necessary disciplinary actions and related sanctions; however, the Director of the Department of Information Technology or designee, after consultation with the City Attorney, reserves the right to revoke, invalidate, or remove a user's usernames, passwords, passphrases, PINs, operator IDs, or any other login-type or related information, access or permissions at any time for any reason without notification of any user.

RETALIATION PROHIBITED:

CCG prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

File Attachments for Item:

2. A Resolution approving execution of real estate documents implementing the recreational use of the former Columbus State Farmer's Market property located at 318 10th Avenue, Columbus, Georgia 31901. (Mayor Pro-Tem)

RESOLUTION

NO. _____

A RESOLUTION APPROVING EXECUTION OF REAL ESTATE DOCUMENTS IMPLEMENTING THE RECREATIONAL USE OF THE FORMER COLUMBUS STATE FARMER'S MARKET PROPERTY LOCATED AT 318 10TH AVENUE, COLUMBUS, GEORGIA 31901.

WHEREAS, the former site of the Columbus State Farmer's Market located at 318 10th Ave, Columbus, GA 31901 was conveyed by the State of Georgia to the Columbus, Georgia Consolidated Government ("Columbus") on January 22, 2019; and

WHEREAS, the conveyance of the property included a restrictive covenant that the property could only be used for a public purpose; and

WHEREAS, the State of Georgia interprets recreational use managed by a private party to be violative of the restrictive covenant; and

WHEREAS, for the property to be used for recreational use, the property must be conveyed back to the State of Georgia and subsequently leased back to Columbus for recreational use; and

WEHREAS, the State of Georgia has indicated that is willing to enter into a lease of up to 30 years for a rental fee of \$1,740.00 per year for the proposed recreational use; and

WHEREAS, the Columbus Futbol Club, Inc. has proposed to construct, at its own expense, soccer fields at this location with necessary amenities to be used for its league play and practice and for appropriate public use and to enter into a sublease or management agreement with the CCG covering all expenses incurred as a result of the lease with the State; and

WHEREAS, the State of Georgia has requested that Columbus cover transactional costs including surveys, title work, and attorney's fees not to exceed \$10,000; and

WHEREAS, the City Attorney, with the assistance of outside counsel, has negotiated with the State of Georgia and the Columbus Futbol Club, Inc. documentation for the property to be conveyed to the State and leased back to Columbus for recreational use as well as a sub-lease or management agreement with Columbus Futbol Club, Inc.; and

WHEREAS, the Council's approval is hereby required to execute the necessary documents parties have now negotiated quit claim deed forms, a Ground Lease between the State.

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

That the Columbus Council authorizes the Mayor, or his designee, to execute a quit-claim deed to the State of Georgia, a Ground Lease between the State of Georgia and Columbus, and a Sub-lease between Columbus and Columbus Futbol Club, Inc., all in substantially the form attached hereto as Exhibits "A", "B", and "C", as well as any other supporting documents required to close the transaction.

Furthermore, this Council reaffirms its approval of expenditures for transaction costs not to exceed \$10,000 which was given in Resolution No.164-25.

_____ Introduced at a regular meeting of the Council of Columbus, Georgia, held on the _____ day of _____ 2025 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Tax Map No. 020 016 006

After Recording, Return To:

Carson B. Sears, Esq.
Sears & Ware LLC
11 Perry Street
Newnan, Georgia 30263
(File # 24001-RM)
Department of Natural Resources
14.67± AC Columbus Farmers Market
Law Dept. File No (1218488) JKL/LRF

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of the ____ day of _____, 2025, between **COLUMBUS CONSOLIDATED GOVERNMENT, 420 10th St, 2nd Floor, Columbus, Georgia 31901**, hereinafter called “**Grantor**”, and **THE STATE OF GEORGIA**, in the custody of the Department of Natural Resources, a constitutional agency of the State of Georgia, whose address for purposes of this Deed is 2 MLK Jr. Dr. SE, Suite 1352, Atlanta, GA 30334, hereinafter called “**Grantee**” (the words “Grantor” and “Grantee” to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quitclaim unto Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the real property located in Muscogee County, Georgia, being more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the “**Property**”).

TO HAVE AND TO HOLD the Property unto Grantee, so that neither said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the described Property or its appurtenances, or any rights thereof.

THAT THE PURPOSE of this Quitclaim Deed is to convey all right, title and interest that Grantor may have in that certain parcel of land shown and described on that certain Boundary Survey prepared for Grantor by Trinity Land Surveying, bearing the seal and certification of Matthew S. Johnson, G.R.L.S. No. 2868, dated July 16, 2025 (the “**Survey**”), and that this

Quitclaim Deed is given in connection with a Quitclaim Deed from Grantor to Grantee of even date herewith, in order to conform discrepancies between the legal description contained in the General Warranty Deed and the legal description based upon the Survey.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Columbus Consolidated Government

Unofficial Witness

By: _____ (SEAL)
Name: B. H. Henderson, III
Title: Mayor

Notary Public

Exhibit A**Legal Description**

All that tract or parcel of land situate lying and being in Land Lots 23 & 32 in the City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

BEGIN at a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and run thence along the easterly right of way of 10th Avenue North 00°47'47" East a distance of 399.89 feet to a PK nail in concrete; thence leaving said right of way run South 89°15'53" East a distance of 1,592.49 feet to a ½ rebar found on the westerly right of way of Jackson Avenue (an 80' R/W); thence run along the westerly right of way of Jackson Avenue South 00°01'34" West a distance of 401.09 feet to the intersection of the westerly right of way of Jackson Avenue and the northerly right of way of 4th Street; thence run along the northerly right of way of 4th Street North 89°13'22" West a distance of 1,597.88 feet to a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and the POINT OF BEGINNING.

Said property being shown on that certain Boundary Survey prepared for The State of Georgia by Trinity Land Surveying, bearing the seal and certification of Matthew S. Johnson, G.R.L.S. No. 2868, dated July 16, 2025, recorded in Plat Book 168, Page 132 in the Office of the Clerk of Superior Court Muscogee County, Georgia.

Tax Map No. 020 016 006

After Recording, Return To:

Carson B. Sears, Esq.
Sears & Ware LLC
11 Perry Street
Newnan, Georgia 30263
(File # 24001-RM)
Department of Natural Resources
14.67± AC Columbus Farmers Market
Law Dept. File No (1218488) JKL/LRF

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of the ____ day of _____, 2025, between **COLUMBUS CONSOLIDATED GOVERNMENT, 420 10th St, 2nd Floor, Columbus, Georgia 31901**, hereinafter called “**Grantor**”, and **THE STATE OF GEORGIA**, in the custody of the Department of Natural Resources, a constitutional agency of the State of Georgia, whose address for purposes of this Deed is 2 MLK Jr. Dr. SE, Suite 1352, Atlanta, GA 30334, hereinafter called “**Grantee**” (the words “Grantor” and “Grantee” to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quitclaim unto Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the real property located in Muscogee County, Georgia, being more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the “**Property**”).

TO HAVE AND TO HOLD the Property unto Grantee, so that neither said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the described Property or its appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Columbus Consolidated Government

Unofficial Witness

By: _____ (SEAL)
Name: B. H. Henderson, III
Title: Mayor

Notary Public

EXHIBIT "A"
Legal Description

All that tract or parcel of land situate lying and being in City of Columbus, Muscogee County, Georgia, containing approximately 5.84 acres and 8.73 acres, more or less of improved real property located in the City of Columbus, Muscogee County, Georgia more particularly described as a portion of property shown on a drawing which is recorded in Plat Book 48, Folio 118, and at the State Properties Commission, Real Property Record 1029 more particular described as follows:

Beginning at an iron on the East side of Tenth Avenue, said iron being three hundred and forty (340) feet South of the Southwest corner of the lands of Centennial Cotton Gin Company; thence running South 1 degree 15 minutes East, along the East line of Tenth Avenue, a distance of four hundred (400) feet to an iron situated one hundred twenty-four and one-tenth (124.1) feet North of the iron on the Northwest corner of Riverdale Cemetery; thence North 88 degrees 45 minutes East, nine hundred fifty-seven and twenty nine hundredth (957.29) feet to an iron on the West line of other property of State Farmer's Market Authority; thence North 2 degrees 0 minutes West four hundred feet along the West boundary of said other State Farmer's Market Authority property to an iron; thence South 88 degrees 45 minutes West nine hundred fifty-seven and twenty nine hundredths (957.29) feet to the point of beginning; being eight and 73/100 (8.73) acres, more or less.

Beginning at a point on the South boundary line of certain lands retained by the City of Columbus Georgia for use as East Porterdale Cemetery, said point being nine hundred fifty seven and twenty nine hundredths (957.29) feet, N 88 degrees 45 minutes E of an iron on East line of 10th Avenue and said iron being three hundred forty (340) feet south of the southwest corner of lands of the Centennial Cotton Gin Company; Thence south one (1) degree and 15 minutes east four hundred (400.00) feet; thence north 88 degrees 45 minutes east, six hundred forty and seventy one hundredths (640.71) feet to an iron on the west line of the Municipal Airport, said iron being one hundred twenty four and one tenth (124.1) feet north of the northeast corner of Riverdale Cemetery; thence north two (2) degrees and 0 minutes west, four hundred one and two tenths (401.2) feet along the west line of said Municipal Airport, to an iron; thence south 88 degrees 45 minutes west six hundred thirty six and eleven hundredths (636.11) feet along the east line of said Porterdale Cemetery to the point of beginning. Said tract of land comprising approximately five and 84/100 (5.84) acres.

No. _____ of 2 Executed Original

COUNTERPART OF _____.

**STATE OF GEORGIA;
COUNTY OF MUSCOGEE:**

GROUND LEASE

THIS GROUND LEASE (hereinafter referred to as the "Lease") is made and entered this 1st day of December, 2025 (the "Effective Date", said date to be inserted by the Lessor upon its execution of this Lease), by and between the STATE OF GEORGIA, acting by and through the STATE PROPERTIES COMMISSION, whose address for purposes of this Lease is: Attention: Deputy Executive Director, 270 Washington Street, Suite 02-129, Atlanta, Georgia 30334, Party of the First Part, (hereinafter referred to as the "Lessor"), and COLUMBUS, GEORGIA, a consolidated city-county government, whose address for purposes of this Lease is set forth in Section 20 below, Party of the Second Part (hereinafter referred to as the "Lessee").

WITNESSETH THAT:

WHEREAS, Lessor, with custody and control in the Georgia Department of Natural Resources, is the owner of approximately 14.67 acres of real property situated in the City of Columbus, Muscogee County, Georgia, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"); and

WHEREAS, Lessee desires to lease the Premises from Lessor to be used for recreational purposes; and

WHEREAS, at a duly called meeting on June 16, 2025, the State Properties Commission approved and authorized conveyance of a ground lease of the Premises to Columbus, Georgia; and

WHEREAS, the Georgia Department of Natural Resources authorized the leasing of the Premises to Columbus, Georgia at a duly called meeting of the Georgia Department of Natural Resources on June 24, 2025; and

WHEREAS, the City Council of Columbus, Georgia authorized the Mayor of Columbus, Georgia to convey the Premises to the State Properties Commission via limited warranty deed; to enter into the leasing of the Premises with the State of Georgia, and enter into a sublease, all at a duly called meeting on _____.

WHEREAS, the Columbus Futbol Club, Inc., a Georgia non-profit corporation with 501(c)(3) status ("Sublessee"), has proposed to construct at the Premises, at its own expense, soccer fields with necessary amenities to be used for its league play and practice and for associated public use, and in furtherance thereof to enter into a sublease agreement with the Lessee, pursuant to which Sublessee will cover all expenses incurred as a result of this Lease and perform and fulfill all obligations of Lessee under and pursuant to this Lease; and

WHEREAS, concurrently with the execution of this Lease, Lessee and Sublessee have executed a sublease agreement regarding the Premises, a copy of which is attached hereto as Exhibit "C" (the "Sublease"), which is subject to the terms and conditions of this Lease, and it is understood and agreed that the obligations of Lessee under this Lease may be performed by the Sublessee; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, upon the following terms and conditions to be paid and kept by Lessee, Lessor grants and leases, and Lessee does hereby accept, take and lease, the Premises, from Lessor. This Lease creates in Lessee an estate for years.

Lessor _____ Lessee _____

1.

USE OF PREMISES

1.1 The Premises shall be used by Lessee for recreational purposes and all related uses, which shall also include the right to sublease, as described in Section 19 below, and make improvements to the Premises, as described in Section 8 below.

1.2 Lessee shall not: (a) use the Premises for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (b) commit, or suffer to be committed, any waste in or on the Premises, nor shall it create or permit any nuisance in or on the Premises.

2.

OCCUPANCY

Lessee shall occupy the Premises continuously throughout the Term of this Lease and shall not desert, surrender, abandon or cease using the Premises during the Term, as hereinafter defined. As hereinafter used, "Term" shall collectively refer to the Term (as defined in Section 4.1 below) and any extension thereof.

3.

RENT

For and as rent for the Premises, Lessee covenants and agrees to keep each and every term and condition of this Lease required to be kept by Lessee, each of which shall constitute rent for the Premises, in addition to payment by Lessee to Lessor of the following amounts of rent:

3.1 Lessee shall pay annually in advance to Lessor the sum of ONE THOUSAND, SEVEN HUNDRED FORTY DOLLARS (\$1,740.00) per year, payable upon execution of this Lease and on the anniversary of the Effective Date each year the Lease remains in effect.

3.2 Lessee shall also pay to Lessor, as additional rent, all costs and expenses which Lessor incurs as a result of any default of Lessee or failure on the part of Lessee to comply with any provisions of this Lease.

4.

TERM AND TERMINATION

4.1 Unless sooner terminated as hereinafter provided, the Term shall begin upon the Effective Date of this Lease ("Commencement Date") and shall end at 11:59 o'clock P.M. prevailing legal time in Atlanta, Georgia, on the day before the twentieth (20th) anniversary of the Commencement Date (hereinafter referred to as the "Termination Date").

4.2 Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, for one (1) additional ten (10) year period, commencing on the day following the Termination Date, by giving written notice of such renewal to Lessor not less than three (3) months prior to the scheduled Termination Date.

4.3 Lessee may terminate this Lease during the Term subject to the provisions contained herein upon not less than thirty (30) days' prior written notice to Lessor .

4.4 Upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises and the Improvements shall wholly cease and title to the Premises and the Improvements, including but not limited to all permanent improvements, erections and additions constructed on the Premises by Lessee, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee

at any time other than pursuant to the specific terms of this Lease. This provision shall not relieve Lessee from liability for having left the Premises or the Improvements in unsound or unsafe condition or with encumbered title. Lessee, upon the request of Lessor, covenants and agrees to execute a quitclaim deed releasing all such rights in the Premises and the Improvements in a form and substance acceptable to Lessor.

4.5 In addition to the termination provision as set forth in Paragraph 4.3 above, if Lessee shall fail to cure, after fifteen (15) days after receipt of written notice thereof, any default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease, then and in any of the above events, Lessor, at its option, may at once or thereafter (but only during the continuance of such default), terminate this Lease. Upon such termination by default the provisions of Paragraph 4.4 shall apply, and Lessor may forthwith re-enter the Premises and repossess the Premises and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

5.
HOLDING OVER

Lessee shall not use or remain in possession of the Premises after the termination of this Lease. Any holding over or continued use and/or occupancy of the Premises by Lessee after the expiration or any termination of the term of this Lease, without consent from Lessor, shall not constitute a Tenancy-At-Will in Lessee, but Lessee shall be a Tenant-At-Sufferance, subject to the provisions of Paragraph 4 of this Lease.

6.
INSPECTION AND TITLE

Lessee hereby acknowledges that it has fully inspected the Premises and that the Premises and title to the Premises is accepted and is in satisfactory and a suitable condition for the use intended by Lessee as hereinabove provided for in this Lease.

7.
NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, Lessor, Lessee, or any other person or entity that may sublease the premises from Lessee in, of, or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either Lessor, Lessee, or any other person or entity that may sublease the premises from Lessee liable to a third party for the debts or obligations of the other.

8.
IMPROVEMENTS

8.1 Lessee may construct during the Term, at its sole cost and expense, improvements as are necessary to use the property for recreational purposes ("Improvements"). Upon commencing use of the Premises, the Lessee may install and operate, at no cost to the Lessor, in and on the Premises such trade fixtures, equipment, machinery and appliances as Lessee shall consider necessary for the permitted purposes hereof (hereinafter "Personal Property"); provided that Lessee complies with all laws, rules and regulations regarding the installation and operation thereof. Except as may otherwise be provided in this Lease; the Lessee may remove any of its Personal Property from the Premises without the prior consent of the Lessor. Upon the expiration or earlier termination of this Lease, the Lessee shall have one hundred and twenty (120) days within which to remove Lessee's Personal Property from the Premises. Lessee shall repair any damage to the Premises caused by the installation or removal, at any time during the Term or upon its termination or expiration, of Personal Property. Any Personal Property of Lessee remaining in the Premises beyond such one hundred twenty (120) day period after the expiration or early termination of this Lease shall be deemed the property of the Lessor and may be retained or disposed of by the Lessor at the Lessor's discretion without accounting to the Lessee for the proceeds of any sale thereof. Lessee acknowledges that all Personal Property located at or on the Premises will be at Lessee's risk and the Lessor shall not be liable for any damage thereto or loss thereof.

8.2 All Improvements placed upon the Premises by Lessee that are customarily considered to be real property shall, at the option of Lessor, remain upon the Premises at the expiration or earlier termination of this Lease, and the ownership of such buildings and items shall be vested in the State at that time. If Lessor determines that Lessee shall remove the Improvements, Lessor shall provide Lessee with written notice of such requirement not less than thirty (30) days prior to the date of expiration or earlier termination of the Lease. Lessee will have ninety (90) days after the expiration date to remove any and all improvements placed, constructed, or installed on the Premises by or for the benefit of Lessee and Lessee shall restore the Premises to a condition substantially similar to the condition they existed in on the Effective Date, reasonable wear and tear excepted. If the Lessee shall fail to comply with the requirements of this section, then, at the option of the Lessor, the Improvements shall either become the property of the Lessor without compensation or cost to the Lessor, or the Lessor may cause them to be removed and the Premises to be so restored at the expense of the Lessee, and no claim for damages against the Lessor, custodial agency or its officers, employees, or agents shall be created by or made on account of such removal and restoration work.

8.3 Lessee, at all times during the Term of this Lease, at its sole cost and expense, shall keep the Premises and any Improvements in good order, condition and repair, ordinary wear and tear excepted. Lessor shall not be required to make any repairs of any kind or nature, in, on or to the Premises or to any Improvements during the Term of this Lease.

9.
GENERAL LIABILITY AGREEMENT

9.1 To the extent permitted by Georgia law, Lessee shall be responsible to the Lessor during the Term for all injury to persons or damage of any kind to property, real or personal, resulting from any negligent act or omission or breach, failure or other default regarding the use of the Premises by the Lessee, or any of its sublessees, subtenants, its contractors, its agents, employees or others working at the direction of the Lessee or on the Lessee's behalf to the extent that Lessor suffers any loss therefrom.

9.2 This indemnification does not apply to the extent of the sole negligence of the Lessor.

9.3 This indemnification does not extend beyond the scope of this Lease and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Lessor due to breach or default by the Lessor under the terms and conditions of this Lease.

9.4 Lessor's Sublease with any sublessee shall require the following: "Sublessee agrees to indemnify and hold harmless the Lessor, the Georgia Department of Natural Resources, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees, directors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, arising out of or resulting from the performance of its obligations under the Sublease due to liability to a third party or parties, or due to any act or omission on the part of the Sublessee, its agents, employees or others working at the direction of Sublessee or on its behalf, or due to any breach by the Sublessee, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Sublessee. This indemnification obligation survives the termination of the Sublease and the dissolution or, to the extent allowed by law, the bankruptcy of the Sublessee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services (hereinafter "DOAS") the Sublessee agrees to immediately reimburse the Funds for such monies paid out by the Funds."

10.
INSURANCE

10.1 Insurance Certificates. Lessee shall, prior to the Commencement Date, procure (or cause Sublessee to procure) the insurance coverages identified below through commercial insurance or approved self-insurance (provided, however, Sublessee may not self-insure) at the Lessee's own expense and shall furnish the Lessor an insurance certificate listing the Lessor as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Lessor as certificate holder
- (i) Contract Name
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty (30) days notice of cancellation/non-renewal (See 10.2.1.1 below).

10.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

10.2.1.1 The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after the Lessor has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this Lease shall have been received, accepted, and acknowledged by the Lessor.

10.2.1.2 The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

10.2.1.3 Each Insurer is hereby notified that the provisions of O.C.G.A. §§ 45-15-1, *et. seq.*, which require that the Attorney General of Georgia represent and defend Lessor and its employees and officers in any civil matter, remain in full force and effect and are not waived by any policy of insurance. The Attorney General of Georgia shall thus represent and defend the Lessor and its employees and officers in all civil matters arising from or relating to this Lease. In the event of litigation, any settlement on behalf of the Lessor, its employees and officers must be expressly approved by the Attorney General. While Lessee and its insurance carrier may seek to retain,

but are not obligated to retain, counsel to assist with the defense of the Lessor, its employees and officers, any such retention of counsel is subject to the review and approval of the Attorney General and will be conducted via appointment of counsel as a Special Assistant Attorney General, pursuant to O.C.G.A. §§ 45-15-4 and 45-15-5. .

10.2.1.4 Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).

10.2.2 Insurance Coverages. Lessee agrees to purchase through commercial insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37, have been procured by the Lessee. Notwithstanding the foregoing, Lessee (but not any Sublessee) shall have the right to self-insure with respect to all types of risks and types of coverage. The minimum required coverages and liability limits are as follows:

10.2.2.1 Workers' Compensation. Lessee shall provide Workers' Compensation coverage for its own employees in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group- insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Lessee qualifies to pay its own workers' compensation claims. Lessee shall require all subtenants or contractors using the property or performing work under this Lease to obtain an insurance certificate showing proof of Workers' Compensation.

10.2.2.2 Commercial General Liability Insurance. Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and personal injury liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$1,000,000 per occurrence
2. Damage to Premises	\$1,000,000 per occurrence
3. Personal injury	\$1,000,000 per occurrence
4. General Aggregate	\$2,000,000 per project

10.2.2.3 Commercial Umbrella Liability Insurance. The Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability Insurance, which shall provide at minimum the following limits:

\$2,000,000 per Occurrence
\$2,000,000 Aggregate

The policy shall name as additional insureds the officers, members, agents and employees of the Lessor, the Institution and the State of Georgia, but only with respect to claims arising out of work, occupancy of the Premises or performance under this Lease for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy. The policy must provide primary coverage for any claims not covered by the Georgia Tort Claims Act.

10.2.2.4 Builders' Risk Insurance. During any construction period of the Improvements only, Lessee shall provide a Builder's Risk Insurance Policy to be made payable to the Lessor and Lessee as their interests may appear. The policy amount should be equal to 100% of the Improvements construction contract sum, written on a 1991 Causes of Loss -Special Form, or its equivalent. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$10,000.00. The policy shall be endorsed as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Lessee or Lessor, and
- (iii) Performance of work in connection with construction operations insured by the Lessee or Lessor, by agents or sublessees or other contractors of Lessee or Lessor, or by contractors of the Lessee or Lessor.

10.2.2.5 Property Insurance. During the Term, Lessee shall provide a Fire and Hazard Property Insurance Policy to be made payable to the Lessor and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the Improvements, written on a 1991 Causes of Loss -Special Form, or its equivalent. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of any deductible exceed \$10,000.00.

10.2.3 All requirements for insurance under this Section 10 may be satisfied by the naming of the Lessor as an additional insured under the policies carried by Sublessee which meets the requirements stated in this Section 10. A Sublessee shall not have the right to self-insure. In the event that the Sublessee policy(ies) is cancelled or not renewed, then Lessee may propose a replacement insurance policy for the Lessor's approval which shall not be unreasonably withheld. In the event that an alternative insurance policy is not agreed upon, then the Lease shall terminate effective as of the date the required insurance is no longer of full force and effect.

10.2.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Lease, or the Lessee shall have vacated the Premises, whichever is the later.

11.

DAMAGE OR DESTRUCTION

11.1 If the Premises or the Improvements is damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired within one hundred eighty (180) days following the date on which such damage occurs, then either Lessor or Lessee may elect to terminate this Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall reasonably determine how long the repair and restoration will take. After the determination has been made that the casualty cannot be repaired within the aforesaid one hundred eighty (180) day period, Lessor and Lessee shall have a period of thirty (30) days to terminate the Lease by giving written notice to the other party.

11.2 If neither party elects to terminate this Lease as provided in Section 11.1, then Lessee shall, at its sole cost and expense, and subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and Improvements are restored to a condition of similar quality, character, and utility for Lessee’s purposes existing in the Premises and Improvements prior to such damage; provided, however, if the Premises and Improvements are not repaired and restored within one hundred eighty (180) days from the date of damage as is provided in Section 11.1, Lessor may terminate the Lease at any time before Lessee completes the repairs and delivers the Premises and Improvements. If Lessor does not so terminate, Lessee shall diligently continue to restore the Premises and Improvements.

11.3 If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, Lessee is not relieved of its obligations under this Section to repair and restore the Premises and Improvements at its sole cost and expense. Lessor, within the time frame as provided for in Section 11.1 and pursuant to a circumstance as is contemplated hereunder by this Section 11.3, may, at its sole discretion, elect to terminate the Lease.

12.
UTILITIES

At its sole cost and expense, Lessee shall cause to be furnished and shall pay for (or shall cause Sublessee to procure and pay for) all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for Lessee's use of the Premises.

13.
TAXES AND ASSESSMENTS

13.1 Lessee covenants and agrees, during the Term, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during Lessee's Term, may be assessed, levied, charged or imposed against or with respect to the Premises, including, but not limited to, the building, fixtures, equipment and Personal Property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of Lessee's business in or on the Premises.

13.2 Nothing herein shall obligate or require the payment of any imposition by Lessee, unless such obligation or requirement is provided by law. Lessee may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) Lessor in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment of Lessee of any imposition, Lessee shall furnish Lessor with a copy of said receipt evidencing such payment.

14.
REPAIR

Lessee shall be responsible for the operation, maintenance and repair of the Premises and the Improvements.

15.
HAZARDOUS SUBSTANCES

15.1 Lessee shall not bring, deposit, or allow to be brought or deposited, in or upon the Premises any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Premises and in compliance with all other applicable provisions of this Lease.

15.2 Lessee shall not allow any of the following to occur on the Premises, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. In addition, Lessee warrants that it will not allow any violations of environmental laws on the Premises, regardless of cause. Lessee's obligation in no way extends to any environmental condition of the Premises existing prior to Lessee's possession.

16.
INSPECTION

For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times to enter in and on the Premises and the Improvements.

17.

NO DISCRIMINATION

In its occupancy and use of the Premises, Lessee shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lessee may be enforced by termination of this Lease, (provided that notice of the breach of such covenant shall have been given and such breach shall not have been cured, as provided in Section 4.4 of this Lease), injunction, and any other remedy available at law to Lessor.

18.

RESERVED

19.

TRANSFER, ASSIGNMENT AND SUBLETTING

19.1 Lessee will enter into the Sublease, which subleases and delegates the management of the Premises to Sublessee, and Lessor hereby consents to the same. In the event that the Sublease between Lessee and Sublessee is terminated, Lessee will have the option of (i) terminating this Lease, without penalty, or (ii) taking on the responsibilities of this Lease without a local partner, or (iii) contracting with a new entity for a sublease agreement subject to the Lessor's approval. Other entities may be authorized by Lessee or Sublessee to carry out certain activities provided such activities align with the recreational purposes for which the Premises shall be used under this Lease. Lessee shall not assign this Lease or any interest hereunder without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

19.2 The Lessor may, without consent of Lessee, transfer or assign this Lease or any of the Lessor's rights or duties hereunder to another agency, department or authority of the State of Georgia. Except as set forth above, no other assignment may be made by the Lessor without the prior written consent of Lessee.

20.

NOTICES

Service of all notice under this Lease shall be sufficient if hand delivered by courier or nationally recognized overnight courier service, if sent by first class United States Mail, postage prepaid or by certified or registered mail, postage prepaid to the following addresses:

If to Lessee by Mail:

P.O. Box 1340
Columbus, Georgia 31902
Attn: Mayor

With a copy to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Attorney

and to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Manager

If to Lessee by hand delivery or courier:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: Mayor

With copies to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Attorney

and to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Manager

If to Lessor by mail or hand delivery/courier to:

State Properties Commission
270 Washington Street, Suite 2-129
Atlanta, Georgia 30334
Attn: Deputy Executive Director

Notice sent by first class mail shall be deemed given and received three (3) business days after being deposited in the U.S. Mail. Notice sent by certified or registered mail shall be deemed given and received three (3) business days after the mailing. Notice sent by hand delivery or nationally recognized overnight courier service shall be deemed given as of the date of delivery. Either party may from time to time, by notice to the other, designate a different address to which notices to said party shall be given.

21.

TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Lease.

22.

NON-WAIVER

No failure of Lessor to exercise any right or power given to Lessor under this Lease, or to insist upon strict compliance by Lessee with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Lease.

23.

RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law.

24.

BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee,. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25.

INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.

GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.

SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28.

COUNTERPARTS

This Lease is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

29.

NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Lease.

30.

SPECIAL STIPULATIONS

The Special Stipulations on Exhibit B, attached hereto are hereby incorporated by reference herein. To the extent that the Special Stipulations set forth on Exhibit B conflict with any of the foregoing terms and conditions of this Lease, the said Special Stipulations shall control.

31.

SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other

11

Lessor _____ Lessee _____

provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

32.

WHEREAS PROVISIONS AND EXHIBITS

The "Whereas" clauses appearing at the beginning of the Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

33.

ENTIRE AGREEMENT

This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Lessor and Lessee and incorporated in and by reference made a part hereof.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Lessor, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named representatives, and Lessee, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

LESSOR:

**STATE OF GEORGIA, BY AND THROUGH
STATE PROPERTIES COMMISSION**

By: _____
Governor Brian P. Kemp
As Chairman of the
State Properties Commission

Attest: _____
Marty W. Smith
As Executive Director of the
State Properties Commission

(Seal Affixed Here)

Signed, sealed and delivered as to
Lessor in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

[SIGNATURES CONTINUED NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LESSEE:

COLUMBUS, GEORGIA, A CONSOLIDATED CITY-COUNTY GOVERNMENT

By: _____
Name: B. H. "Skip" Henderson, III
Title: Mayor

Attest: _____
Name: Lindsey G. McLemore
Title: Clerk of Council

Approved as to Form

By: _____
Name: Clifton C. Fay
Title: City Attorney

Signed, sealed and delivered as to
Lessee in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

EXHIBIT "A"**Legal Description**

All that tract or parcel of land situate lying and being in Land Lots 23 & 32 in the City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

BEGIN at a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and run thence along the easterly right of way of 10th Avenue North $00^{\circ}47'47''$ East a distance of 399.89 feet to a PK nail in concrete; thence leaving said right of way run South $89^{\circ}15'53''$ East a distance of 1,592.49 feet to a V2 rebar found on the westerly right of way of Jackson Avenue (an 80' R/W); thence run along the westerly right of way of Jackson Avenue South $00^{\circ}01'34''$ West a distance of 401.09 feet to the intersection of the westerly right of way of Jackson Avenue and the northerly right of way of 4th Street; thence run along the northerly right of way of 4th Street North $89^{\circ}13'22''$ West a distance of 1,597.88 feet to a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and the POINT OF BEGINNING.

Said property being shown on that certain Boundary Survey prepared for The State of Georgia by Trinity Land Surveying, bearing the seal and certification of Matthew S. Johnson, G.R.L.S. No. 2868, dated July 16, 2025.

EXHIBIT "B"

None

EXHIBIT "C"

Sublease

[Begins on Next Page]

**STATE OF GEORGIA
COUNTY OF MUSCOGEE**

SUBLEASE

THIS SUBLEASE ("Sublease") is made and entered into this 1st day of December, 2025, by and between COLUMBUS, GEORGIA, a consolidated city-county government, ("Sublessor") and COLUMBUS FUTBOL CLUB, INC., a Georgia nonprofit 501(c)(3) corporation, ("Sublessee"). The Sublessor and Sublessee may be referred to collectively herein as the "Parties," and each individually as a "Party."

RECITALS

- A. WHEREAS**, the Premises (as defined below), commonly known as the former State Farmers' Market property, is currently owned by the Sublessor pursuant to that certain Quitclaim Deed from the State of Georgia dated January 22, 2019; and
- B. WHEREAS**, Sublessor intends to convey title to the Premises back to the State of Georgia immediately prior to the execution hereof and simultaneously to enter into a lease for the Premises with the State acting through the Georgia Department of Natural Resources ("the State Lease"), said State Lease attached hereto as Exhibit "A" and incorporated herein by reference; and
- C. WHEREAS**, simultaneously with the execution of such State Lease, Sublessor will enter into this Sublease with Sublessee pursuant to the terms and conditions set forth in this Sublease; and
- D. WHEREAS**, Sublessee also desires to enter into this Sublease.
- E. WHEREAS**, this Sublease shall be subject to the State Lease.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** For purposes of this Sublease, the following terms shall have the following meanings, unless the context requires otherwise:

(a) "Additional Rent" shall mean all those payments required of Sublessee pursuant to this Sublease other than Basic Rent.

(b) "Basic Rent" shall mean the annual rental specified and provided for in this Sublease.

(c) "Commencement Date" shall mean December 1, 2025.

(d) "Sublessor" shall mean the Sublessor named in this Sublease, together with Sublessor's successors and assigns.

(e) "Laws" shall mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules and

directives and all decisions of courts, administrative bodies, and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

(f) "Sublessee" shall mean the Sublessee named in this Sublease, together with Sublessee's successors and permitted assigns.

(g) "Sublease" shall mean this Sublease, together with any and all exhibits, special stipulations and attachments which may be part of this Sublease.

(h) "Lease Year" shall mean the twelve (12) month period beginning on the Commencement Date and ending at midnight of the day before the first anniversary of the Commencement Date, and any similar twelve month periods occurring throughout the term of this Sublease.

(i) ""Premises" shall mean the approximately 14.67 acres located at 318 10th Avenue, Columbus, Muscogee County, Georgia, Tax Map Identification No. 020-016-006, and being more particularly described on Exhibit "B", which exhibit is attached hereto and made a part hereof, and shown on survey from Plat Book 48, Page 118, Muscogee County, Georgia records which is attached hereto as Exhibit "C" and made a part hereof.

2. Sublease of Premises. In consideration of the covenants and agreements to be performed by Sublessee and for the rent and upon the terms and conditions stated, Sublessor sublets and subleases the Premises to Sublessee. Sublessee takes and accepts from Sublessor the Premises "AS IS, WHERE IS, WITH ALL FAULTS", in its present condition, and as suited for the use intended by Sublessee. This Sublease does not grant and shall not be construed as a grant of title or a leasehold estate to the Premises to Sublessee. Sublessor is not granting to the Sublessee all of the Sublessor's estate in the Premises under the State Lease. It is the intention of the Parties that the interest of Sublessee hereunder shall be a usufruct under O.C.G.A. Section 44-7-1(a) as to the real property included in the Premises, and not an estate for years, and such usufruct shall not be subject to levy and sale and not assignable by Sublessee except as expressly set forth herein. This Sublease creates only the relationship of landlord and tenant between Sublessor and Sublessee, respectively, and no estate in land shall pass out of Sublessor and into Sublessee. The Parties hereto further agree such usufruct is evidenced by the fact that various provisions of this Sublease restrict and limit Sublessee's rights in the Premises to such an extent that Sublessee does not have the right to use the Premises in as absolute a manner as it would have if it were the owner of the Premises or a lessee with an estate for years (subject only rules prohibiting waste), to wit:

(i) Limitation on Nature of Sublessee's Use: This Sublease provides that the Premises may only be used by Sublessee for the limited sports field uses under Section 5 and imposes other restrictions on Sublessee's use of the Premises; thus, Sublessee does not have the right to use the Premises in as absolute a manner as it would have if it were the owner or holder of an estate for years.

(ii) Interest Not Freely Assignable. Section 14 of this Sublease contains certain restrictions on the right of Sublessee to assign its rights hereunder. In addition and in further evidence of the usufruct created by this Sublease, Sublessee shall be restricted from selling the

Premises and from permitting a lien or a security interest thereon, except as expressly provided for herein.

(iii) Sublessor's Right to Enforce Compliance with Applicable Laws: In order that Sublessor may control the use of the Premises in order to assure that such use is at all times lawful, the Parties have provided in this Sublease that Sublessee's use and occupancy of the Premises and Sublessee's activities thereat shall be conducted at all times in accordance with all applicable Laws and that Sublessor shall have the right to enforce such covenants.

(iv) Sublessor's Rights of Inspection: In order that Sublessor may monitor compliance by Sublessee with the restrictions and covenants set forth in this Sublease and the State Lease, Sublessor and agents of the Georgia Department of Natural Resources shall be entitled to inspect the Premises subject to the conditions provided herein.

(v) Repair and Maintenance Covenants: Under current law, if this Sublease were to create an estate for years rather than a usufruct as intended by the Parties, Sublessee would have the duty to maintain the Premises, normal wear and tear excepted, and it would not be necessary to so provide in this Sublease. However, in this Sublease the Parties hereto, by operation of express covenant and not by operation of law, have provided for the Sublessee to repair and maintain the Premises in accordance with Section 6.

(vi) Taxes: Under current law, the granting of a usufruct does not impose upon the tenant any obligation to pay taxes on the project that is the subject of such lease; however, for purposes of clarity, it is the intent of the Parties to confirm that Sublessee will not be paying ad valorem taxes on the Premises or improvements thereon.

(vii) Sublessor Lease with State: Sublessee acknowledges it has been provided a copy of the State Lease, and Sublessee covenants and agrees that none of its activities under this Sublease shall violate any provision of such State Lease and that it will undertake the obligations that are recited for Sublessor to undertake in the State Lease.

3. Term.

(a) The term of this Sublease shall commence on December 1, 2025, and shall terminate at midnight on the day before the twentieth (20th) anniversary of the Commencement Date, i.e. November 30, 2045.

(b) Provided Sublessee is in full compliance herewith and not in default in any of the terms and conditions hereof, and specific, respective written approvals by resolution of Sublessor's Council are given, all in accordance herewith, then Sublessor grants to Sublessee the option to renew the within Sublease, under the same identical terms and provisions herein contained, for one (1) additional ten (10) year period, commencing on the twentieth (20th) anniversary date of the Commencement Date. Such renewal is subject to, and conditioned upon, the continuation of the State Lease for a term expiring not earlier than the expiration of such 10-year renewal term.

(c) The option to renew herein granted to Sublessee may only be exercised Upon the giving of one hundred eighty (180) days prior written notice of the exercise of such renewal by Sublessee to Sublessor. The failure, or inability due to default, of Sublessee to exercise

the option herein granted, all in accordance herewith, shall result in the termination of the within Sublease as of the end of the initial 20-year term.

4. Rent.

(a) Sublessee shall pay to Sublessor, at Sublessor's address for notice hereinafter set forth or at such other place as Sublessor may specify (including, without limitation, directly to the landlord under the State Lease), without any right of set-off or deduction and without any prior notice of demand, the Basic Rent of One Thousand Seven Hundred Forty Dollars (\$1,740.00) per year during the term of this Sublease and any renewals thereof, all as stipulated in Sections 3(a) and (b) hereof.

(b) Basic Rent shall be due and payable, annually, in advance, beginning on the Commencement Date and continuing on the anniversary of each Commencement Date thereafter for the original twenty (20) year term of this Sublease and for the ten (10) year renewal thereof, if exercised, all as stipulated in Sections 3(a) and (b) hereof.

(c) This Sublease shall be triple net to Sublessor, and Sublessee shall pay, as Additional Rent, all other amounts due or payable by Sublessor in connection with the Premises including, without limitation, all amounts payable pursuant to the State Lease.

5. Use; Utilities.

(a) Sublessee shall build a soccer complex comprising of 2 to 5 soccer fields with fencing, parking, small concession facilities, bathrooms and other attendant facilities (collectively the "Improvements"), all pursuant to plans and specifications approved by Sublessor. Sublessee shall occupy the Premises continuously throughout the term of this Sublease and shall not desert, surrender, abandon or cease using the Premises during the term of this Sublease. In no event shall Sublessee use the Premises for any illegal or obscene purposes, in violation of community standards or any Laws, or in any manner which constitutes a public or private nuisance. Sublessee shall not do, bring or keep anything on or about the Premises that would increase the rates charged for, or cause cancellation of, insurance covering the Premises. Sublessor does not make, and has not made, any representation regarding the zoning of the Premises or the permitted use thereof. Sublessee has determined that the use contemplated by Sublessee conforms to and complies with zoning and all other Laws and represents to Sublessor that they do.

(b) Sublessee shall complete the Improvements within 24 months from the signing of this Sublease. If at any point during this 24 month period or prior to construction, Sublessee should find that this site project does not fit organizational needs, mission, vision or otherwise, then Sublessee can terminate this agreement without premium or penalty. If Sublessee has not completed the required Improvements within said 24-month period, Sublessor may terminate this Sublease without premium or penalty.

(c) As a precondition to Sublessor entering into this Sublease, Sublessee shall provide to Sublessor acceptable proof that it has reserves of \$500,000.00, in cash or readily available funds, either on deposit or by virtue of a letter of credit, and as a precondition to Sublessor commencing construction of Improvements Sublessee shall provide to Sublessor acceptable proof that it has reserves of \$2,000,000 in cash or readily available funds, so as to insure that Sublessee has the funds to move forward with the project for which the Premises is being leased. Such

acceptable proof shall include, but not be limited to, an appropriate certificate of deposit from a bank or financial institution that is insured by the FDIC, and/or a letter of credit from a bank or financial institution insured by the FDIC, which proof shall be acceptable by Sublessor, in its sole judgment and absolute discretion, as to term, financial institution, and conditions. Such acceptable proof shall be kept and maintained by Sublessee until the Improvements have been completed.

(d) Sublessee will control the usage of the Improvements; provided that the Sublessee must provide programming, including certain free programming, to low to moderate income youth as follows: free training and play program for under-10 youth; free league play for Hispanic and other non-youth groups; hosting soccer tournaments, girl's flag football tournaments and other non-soccer sports.

(e) Sublessee shall, at its sole cost and expense, cause to be installed and maintained as part of the Improvements all water, sewer, gas, electrical and other utilities infrastructure required in furtherance of Sublessee's use of the Premises. Sublessee shall be solely responsible for and shall promptly pay all charges and expenses for all utilities used or consumed at the Premises.

6. Repairs by Sublessee. Sublessee shall perform any and all maintenance, upkeep and repair of the Premises and all Improvements on the Premises, to include, but not be limited to, the roof, walls, foundation, parking areas, heating and air conditioning systems and equipment, electrical systems and equipment, and plumbing systems and equipment, and shall make all replacements to the Improvements and Premises required for such maintenance, upkeep and repair, so that at all times the Improvements and Premises shall be in a clean, sightly, refuse free, safe, substantial, and first class condition, fully saving, indemnifying and holding Sublessor harmless from any and all costs in regard thereto, of whatsoever kind and nature. At the termination of the term of this Sublease, Sublessee shall leave the Improvements and Premises in the same condition as Sublessee was required to keep such Improvements and Premises during the term of this Sublease and any renewals hereof, excepting only ordinary wear and tear.

7. Legal Requirements. Sublessee shall comply, at its expense, with all Laws affecting the Improvements and Premises and Sublessee's use thereof, and at Sublessee's sole cost and expense, shall fully save, indemnify and hold Sublessor harmless from any and all costs in regard thereto, of whatsoever kind and nature, comply promptly with all laws affecting the Improvements and Premises, if compliance is made necessary, in whole, or in part, by reason of Sublessee's use or occupancy of the Improvements or the Premises or by reason of Sublessee's failure to comply fully with Sublessee's obligations under this Sublease.

8. Hazardous Materials.

(a) Neither Sublessee nor its agents, employees or contractors shall cause or permit hazardous materials to be brought upon, kept, or used in, on, or about the Premises, except as permitted under and in full compliance with all environmental laws. If Sublessee obtains knowledge of the actual or suspected release of a hazardous material on or about the Premises, then Sublessee shall promptly notify Sublessor, and immediately begin investigation and remediation of such release, as required by all environmental laws, at Sublessee's sole cost and expense.

(b) If Sublessee breaches any obligation set forth in Section 8(a) above, or if a release of a hazardous material is caused or permitted by Sublessee or its agents, employees, contractors or invitees, and such release results in contamination of the Premises and/or the surrounding area, then Sublessee shall fully save, indemnify and defend Sublessor (and Sublessor's employees, agents and representatives) against, and protect and hold Sublessor (and Sublessor's employees, agents and representatives) harmless from any and all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties, or expenses (including, without limitation, reasonable attorneys' fees and consultants' fees, investigation and laboratory fees, and court costs and litigation expenses) that arise during or after the term of this Sublease as a result of such breach or contamination.

9. Liens. Sublessee shall not create or permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises. If any lien, encumbrance or charge is filed against any part of the Premises, Sublessee shall cause the same to be discharged by payment, satisfaction or posting of bond within ten (10) days after the date filed. If Sublessee fails to cause any lien, encumbrance or charge to be discharged within the permitted time, Sublessor may cause it to be discharged and may make any payment which Sublessor, in its sole judgment and absolute discretion, considers necessary in order to do so. If Sublessor makes any such payment, all amounts paid by Sublessor shall bear interest at the legal rate of interest per annum from the date of payment by Sublessor and shall be payable by Sublessee to Sublessor upon demand.

10. Damage and Destruction. If the Improvements or Premises are damaged or destroyed by fire, smoke, tornado, ice, wind, lightning, flood, water, explosion, riot, or other casualty, Sublessee shall notify Sublessor immediately and the following provisions shall determine the effect of the damage or destruction on this Sublease.

(a) If the Improvements are completely destroyed, or are destroyed to such extent that they cannot be repaired within one hundred eighty (180) days after the date on which the damage occurs, the term of this Sublease, at Sublessee's or Sublessor's election by notice given to the other not more than thirty (30) days after the date of such damage, shall expire on the date of destruction, with the same effect as if the date of destruction were stated as the time for termination of the Sublease term, and Sublessor and Sublessee shall account for Basic Rent and other amounts payable by Sublessee as of that date. In such case, Sublessee shall, at Sublessee's expense, remove all damaged structures from the Premises and leave the Premises in a neat, clean and safe condition, which obligation shall survive the termination of this Sublease.

(b) If any part, but less than all, of the Improvements or Premises is damaged or destroyed, Sublessee shall, not more than thirty (30) days after such damage or destruction, at Sublessee's sole election, either agree to restore or rebuild the Improvements and Premises or terminate this Sublease by giving Sublessor written termination of notice. If Sublessee agrees to restore or rebuild, Sublessee shall restore or rebuild the damaged or destroyed part to a condition at least as good as the condition which existed immediately prior to the damage or destruction. Sublessee shall complete the restoration or rebuilding within one hundred eighty (180) days after the date of said damage or destruction. If Sublessor terminates this Sublease, the term of this Sublease shall expire on the date ten (10) days after the date of written notice of termination to Sublessee, with the same effect as if such date were stated as a time for termination of the Sublease

term, and Sublessor and Sublessee shall account for Basic Rent and other amounts payable by Sublessee as of that date, with the payments from and after the date of the damage or destruction to be equitably prorated. In the event Sublessee terminates this Sublease, Sublessee shall, at Sublessee's expense, remove all damaged structures from the Premises and leave the Premises in a neat, clean and safe condition, which obligation shall survive the termination of this Sublease.

(c) Notwithstanding anything above to the contrary, the time within which Sublessee shall complete any restoration or rebuilding shall be extended one day for each day restoration or rebuilding is delayed by strikes, lockouts, embargoes, pandemics, acts of God, governmental restrictions or directives, shortages in power or fuel or causes beyond the reasonable control of Sublessee.

11. Condemnation. If the entire Premises are condemned, the term of this Sublease shall terminate on the date when possession of the Premises is taken by the condemning authority and rent shall be equitably prorated accordingly. If any part of the Premises is condemned so that Sublessee cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation, Sublessee may terminate this Sublease on the date when possession is taken by the condemning authority, by giving Sublessor notice of intent to terminate within sixty (60) days after Sublessor gives Sublessee notice of the condemnation. Any termination under this Section 11 have the same effect as termination of the term of this Sublease, as if the date on which possession of the Premises is taken by the condemning authority were stated as the time for termination of the Sublease term, and Sublessor and Sublessee shall account for Basic Rent, Additional Rent and other amounts payable by Sublessee as of that date. No termination of this Sublease shall affect Sublessor's right to compensation for any condemnation. Sublessor shall be entitled to the full award or proceeds payable with respect to the Premises by reason of any condemnation, and neither Sublessor nor Sublessee shall have any claim to any award or proceeds payable to the other. For purposes of this Section 11, words and phrases referring to condemning or condemnation shall refer to statutory condemnation, exercise of the private or public power of eminent domain, proceedings in the nature of condemnation, and any sale or transfer made in lieu of or under threat of condemnation or exercise of the private or public power of eminent domain and shall include any such condemnation for permanent or for temporary use of or interference with any part or all of the Premises.

12. Indemnity.

(a) During the term of this Sublease, Sublessee shall pay, and shall fully protect, indemnify and save harmless Sublessor from and against, all liabilities, damages, costs, expenses (including all attorney's fees and expenses of Sublessor), causes of action, suits, claims, demands, and judgments of any nature whatever arising from: (a) injury to or the death of persons or damage to property (i) on the Premises (ii) in any manner arising out of or connected with Sublessee's use, non-use, or occupancy of the Premises, or (iii) resulting from the condition of the Improvements or the Premises; (b) violation of any agreement, representation, warranty, provision, term or condition of this Sublease by Sublessee; and (c) violation of any law affecting the Improvements or the Premises or the occupancy or use thereof.

(b) Sublessee agrees to indemnify and hold harmless the Lessor, the Georgia Department of Natural Resources, the State of Georgia and its departments, agencies and

instrumentalities and all of their respective officers, members, employees, directors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, arising out of or resulting from the performance of its obligations under the Sublease due to liability to a third party or parties, or due to any act or omission on the part of the Sublessee, its agents, employees or others working at the direction of Sublessee or on its behalf, or due to any breach by the Sublessee, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Sublessee. This indemnification obligation survives the termination of the Sublease and the dissolution or, to the extent allowed by law, the bankruptcy of the Sublessee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services (hereinafter "DOAS") the Sublessee agrees to immediately reimburse the Funds for such monies paid out by the Funds.

13. Insurance.

(a) Sublessee shall procure, and maintain in full force and effect at its expense at all times during the term of this Sublease, with insurers approved by Sublessor: (1) all insurance, of the types and in the amounts, required to be carried by Sublessor pursuant to the State Lease, and otherwise meeting the requirements of the State Lease, and (2) such other insurance on the Premises and Improvements and in such amounts as may from time to time be reasonably required by Sublessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this Section 13 shall: (1) name Sublessor, the State of Georgia and the Georgia Department of Natural Resources (the "Department") as additional insureds, (2) provide that the policy cannot be cancelled as to Sublessor except after the insurer gives Sublessor thirty (30) days written notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Sublessor and the Department thirty (30) days written notice of non-renewal; (4) provide that no material change in coverage provided by the policy shall be effective except after the insurer gives Sublessor, the State of Georgia and the Department thirty (30) days written notice of the change; (5) shall state that notice of any claim against Sublessor or the Department shall be deemed to have occurred only when Sublessor and the Department have received actual notice, and have actual knowledge of the claim, and (6) not be subject to invalidation by reason of any act or omission of Sublessee.

(c) Sublessee shall not obtain or maintain in force any other insurance policy which might have the effect of reducing the loss payable to Sublessor under the coverage required under this Section 13. Immediately upon the issuance of the policy or policies required under this Section 13, Sublessee shall deliver a duplicate original policy to Sublessor, together with evidence satisfactory to Sublessor that the premiums have been paid for a period of at least one year from the Commencement Date. Not less than thirty (30) days prior to the expiration of a policy required

under this Section 13, Sublessee shall pay the premium for renewal for a period of not less than one year and deliver to Sublessor a renewal policy or endorsement evidencing the renewal, together with evidence satisfactory to Sublessor that the renewal premium has been paid.

(d) Sublessee shall have included in all policies of fire, extended coverage, general liability, business income and loss of rents insurance covering or with respect to the Premises or the Improvements thereon or thereto, a waiver by the insurer of all right of subrogation against the Sublessor in connection with any loss or damage thereby insured against. Any additional premium for such waiver will be paid by the Sublessee. To the full extent permitted by law, Sublessee waives all right of recovery against Sublessor for, and agrees to release Sublessor from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained by Sublessee under this Sublease.

(e) All insurance required by this section shall be noted on a certificate of insurance with both Columbus, Georgia Consolidated Government, the State of Georgia and the Department named as an additional insured.

14. Assignment by Sublessee. Sublessee may not sublet the Premises or assign this Lease or any interest therein without the prior written consent of Sublessor and the lessor under the State Lease, which consent shall not be unreasonably withheld.

15. Removal of Personalty. Unless otherwise agreed to by Sublessor and Sublessee, at or prior to the termination of the term of this Sublease, Sublessee may, if no event of default then exists, remove all personal property which Sublessee has installed or otherwise located on the Premises and which is not attached to the Premises, provided that Sublessee promptly restores the Premises to the condition immediately preceding the time the property was installed or otherwise located on the Premises. In the event that Sublessee does not remove said property, it shall be considered abandoned and therefore shall become the property of Sublessor, and Sublessee shall pay all costs incurred by Sublessor in the removal of the same.

16. Risk of Loss of Property and Risk of Injury. Sublessor shall not at any time be liable for any loss of or damage to any property of Sublessee or others in or upon the Premises or any adjoining sidewalks, streets or ways, and Sublessor shall not be liable to anyone for personal damage or injury in or upon the Premises or any adjoining sidewalks, streets or ways.

17. Surrender. Upon termination of this Sublease, Sublessee shall surrender to Sublessor the Premises and the Improvements, broom swept clean and in a condition at least as good as the condition the Premises were in on the Commencement Date and the Improvements were in on the date of completion of the same, excepting only ordinary wear and tear. In addition, if Sublessor is required to remove the Improvements pursuant to the terms of the State Lease, Sublessor shall provide Sublessee with written notice of such requirement not less than fifteen (15) days prior to the date of expiration or earlier termination of the Sublease. If Sublessor notifies Sublessee that the Improvements should be removed, Lesse shall remove the Improvements as expeditiously as possible, but not prior to the expiration or termination of the Sublease. In order to facilitate prompt removal, Sublessor herein grants to Sublessee a license which shall become effective upon the expiration or terminate date of this Sublease for the sole purpose of removing the Improvements.

Sublessee shall have one hundred twenty (120) days within which to remove the Improvements. No rent shall be due or payable during such period.

18. Tenancy at Sufferance. If Sublessee remains in possession of the Premises after termination of the term of this Sublease, without any distinct written agreement by Sublessor permitting such possession, Sublessee shall be and become a tenant at sufferance, at the monthly rental rate of \$1,000.00 per month, and Sublessee shall indemnify Sublessor against any loss, cost, expense or damage suffered or incurred by Sublessor as a result of such holdover. There shall be no renewal or extension of this Sublease by operation of Law.

19. Right of Entry. Sublessee shall permit Sublessor and Sublessor's representatives, agents and employees, and representatives, agents and employees of the State of Georgia Department of Natural Resource to enter the Premises and the Improvements at all times during Sublessor's or Sublessee's business hours, and at other reasonable times, for the purposes of inspecting the Premises and Improvements, showing the Premises to prospective tenants, making any repairs or replacements or performing any maintenance required (or permitted to be made or performed by) Sublessor and performing any work on the Premises that Sublessor may consider necessary to prevent or cure deterioration, waste or unsafe conditions. Sublessor shall also have the right to place on the Premises signs suitable to Sublessor advertising the Premises or any part of the Premises for lease. Nothing in this Section 19 shall imply or impose any duty or obligation upon Sublessor to enter the Premises at any time for any purpose, or to inspect the Premises at any time, or to do, or pay for, any work which Sublessee is required to perform under any provision of this Sublease, and Sublessor has no such duty or obligation.

20. Sublessor's Right to Act for Sublessee. If Sublessee fails to make any payment or take any other action when and as required under this Sublease, Sublessor may, without demand upon Sublessee and without waiving or releasing Sublessee from any obligation contained in this Sublease, make any such other payment or take any such other action required of Sublessee. All amounts paid by Sublessor pursuant to this Section 20, and all costs and expenses incurred by Sublessor in exercising its rights under this Section 20, Section 21 below, or elsewhere in this Sublease, shall bear interest at the legal rate of interest per annum from the date of payment by Sublessor and shall be payable by Sublessee to Sublessor upon demand.

21. Default.

(a) The following events shall constitute events of default by Sublessee under this Sublease: (i) Sublessee shall fail to pay when due any Basic Rent, or other payment to be made by Sublessee; (ii) Sublessee shall fail to comply with any agreement, representation, warranty, term or condition of this Sublease (other than the payment of Basic Rent, or any other payment to be made by Sublessee), and shall not cure such failure within fifteen (15) days after Sublessor gives Sublessee notice of the failure; (iii) Sublessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of credits, or (iv) Sublessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar Law or any statute of the United States or any state, or there shall be filed against or on behalf of Sublessee a petition in bankruptcy or insolvency or a similar proceeding, or Sublessee shall be adjudicated bankrupt or insolvent in proceedings filed against or on behalf of Sublessee.

(b) Upon the occurrence of any event of default, Sublessor may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which Sublessor may have: (i) Sublessor may terminate this Sublease by giving Sublessee notice of termination, in which event Sublessee shall immediately surrender the Premises to Sublessor and this Sublease shall be terminated at the time designated by Sublessor in its notice of termination to Sublessee, and, in such event, Sublessor may enter upon and take possession of the Premises and expel or remove Sublessee and any other person who may be occupying the Premises, by force if necessary, without being liable for prosecution or any claim of damages, Sublessee hereby knowingly, intelligently and voluntarily waiving all rights to prior notice or hearing or both in the event Sublessor seeks a dispossessory warrant against Sublessee under the applicable laws of Georgia; (ii) with or without terminating this Sublease, Sublessor may take possession of the Premises and Sublessor may re-lease the Premises, on such terms as Sublessor may deem satisfactory, and receive the rent for any such re-leasing, in which event Sublessee shall pay to Sublessor on demand any deficiency that may arise by reason of such re-leasing; or (iii) Sublessor may do whatever Sublessee is obligated to do under the terms of this Sublease, in which event Sublessee shall pay Sublessor on demand for any expenses, including without limitation attorney's fees, which Sublessor may incur in thus effecting compliance with Sublessee's obligations under this Sublease.

(c) Sublessor's pursuit of any one or more of the remedies stated in subsection (b) above shall not preclude pursuit of any other remedy or remedies provided in this Sublease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination. Sublessor's pursuit of any one or more of the remedies provided in this Sublease shall not constitute: (i) an election of remedies excluding the election of any other remedy or other remedies; or (ii) a forfeiture or waiver of any Basic Rent or other amounts payable under this Sublease by Sublessee or of any damages or other sums accruing to Sublessor by reason of Sublessee's violation of any of the agreements, representations, warranties, provisions, terms and conditions of this Sublease. No action taken by or on behalf of Sublessor shall be construed to be an acceptance of a surrender of this Sublease. Sublessor's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by Sublessor of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of Sublessor to pursue or exercise any of Sublessor's powers, rights or remedies or to insist upon strict compliance by Sublessee with any obligation of Sublessee, and no custom or practice at variance with the terms of this Sublease, shall constitute a waiver of Sublessor's right to demand exact compliance with the terms of this Sublease. Notwithstanding anything in this Sublease to the contrary, no termination of this Sublease prior to the normal termination by lapse of time or otherwise shall affect Sublessor's right to collect Basic Rent and Additional Rent for the period prior to termination.

22. Landlord's Lien. Sublessee hereby grants to Sublessor a lien and security interest in any and all property, furniture, furnishings, equipment, fixtures and personal property of Sublessee located in the Premises during the term of this Sublease as security for the full and prompt payment of all sums due to Sublessor by Sublessee hereunder. The lien and security interest hereby created shall be in addition to any landlord's lien created by law. In order to confirm the security interest granted hereby, Sublessee agrees to execute such security agreements, financing statements and

other documents and instructions as may be necessary in order for Sublessor to perfect its security interest granted hereunder. Upon Sublessee's default of any obligation hereunder, then, in addition to the remedies granted to Sublessor in Section 21 above, Sublessee agrees that Sublessor may exercise any and all such rights as Sublessor may have at the time of such default as a secured party under the Uniform Commercial Code of the State of Georgia. Upon written request by Sublessee, Sublessor will subordinate its lien granted in this Section 22 to any purchase money security interest of any vendor or supplier of Sublessee.

23. Late Charge. Notwithstanding anything to the contrary contained herein, should Sublessee fail to pay any installment of Basic Rent or Additional Rent punctually on the due date thereof, Sublessee shall pay to Sublessor as additional rent, a late charge of Fifty Dollars (\$50.00), plus interest on the unpaid amount at the rate of twelve percent (12%) per annum from the date due to the date paid.

24. Time of Essence. Time is of the essence of this Sublease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Sublease.

25. Notices.

(a) Any notice, demand, request, consent, approval, or communication under this Sublease shall be in writing and shall be deemed duly given to, or made upon, a party and shall be deemed properly served: (i) as of the date delivered personally; (ii) three (3) days after sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested; (iii) as of the date delivered by a nationally recognized overnight courier service, or (iv) as of the day sent by confirmable electronic (email) transmission (with a copy sent by first-class mail) to the other party at the addresses set forth below, or at such other address as such party may designate by notice to the other parties hereto:

If to Sublessor
by Mail: P.O. Box 1340
Columbus, Georgia 31902
Attn: Mayor

With a copy to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Attorney

and to:

P.O. Box 1340
Columbus, Georgia 31902
Attn: City Manager

and to:

State Properties Commission
270 Washington St., Suite 2129
Atlanta, GA 30334
Attn: Deputy Executive Director

If to Sublessor by hand delivery or courier:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: Mayor

With copies to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Attorney

and to:

City Hall
1111 First Avenue
Columbus, Georgia 31901
Attn: City Manager

and to:

State Properties Commission
270 Washington St., Suite 2129
Atlanta, GA 30334
Attn: Deputy Executive Director

If to Sublessee:

Columbus Futbol Club, Inc.
4838 Champions Way
Columbus, Georgia 31909
Attn: Eric Steinhouse

With copies to:

Ken Henson
PO Box 2666
Columbus, Georgia 31902

(b) Any party may change the address to which notices or other communications to such party shall be delivered, mailed or transmitted by giving notice thereof to the other parties in the manner provided herein.

(c) Sublessee designates and appoints, as its agent to receive notice of all dispossessory or distraint proceedings and all notices required under this Sublease, the person in charge of the Premises at the time the notice is given, and, if no person is in charge of the Premises at that time, such service or notice may be made by attaching the same, in lieu of mailing, on any entrance to the Premises.

26. Entire Agreement, Amendment and Waiver. This Sublease constitutes the entire agreement between the Parties pertaining to the issues and supersedes all prior and contemporaneous agreements, representations and understanding of the Parties with regard to the issues. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, concerning the issues. This Sublease shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations. No supplement, modification or amendment of this Sublease shall be binding unless in writing executed by all the Parties. No waiver of any of the provisions of this Sublease shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

27. Severability. If any clause or provision of this Sublease is illegal, invalid or unenforceable under applicable present or future Laws effective during the term of this Sublease, the remainder of this Sublease shall not be affected. In lieu of each clause or provision of this Sublease which is illegal, invalid or unenforceable, there shall be added as a part of this Sublease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

28. Headings. The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various sections and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease.

29. Counterparts. This Sublease may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document, and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

30. **WAIVER OF JURY TRIAL. IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS SUBLEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES AND FOR**

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WHOMSOEVER, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS SUBLEASE. ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, THE VENUE AND JURISDICTION OF WHICH COURT THE PARTIES HERETO ACKNOWLEDGE.

(Initial)

(Initial)

[signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Sublease, all effective as of the day and year first written above.

SUBLESSOR:

COLUMBUS, GEORGIA, a
consolidated city-county government

By: _____
Name: B. H. "Skip" Henderson, III
Title: Mayor

Attest: _____
Name: Lindsey G. McLemore
Title: Clerk of Council

Approved as to Form

By: _____
Name: Clifton C. Fay
Title: City Attorney

SUBLEESSEE:

COLUMBUS FUTBOL
CLUB, INC., a Georgia
nonprofit corporation

By: _____

(CORPORATE SEAL)

EXHIBIT "A"
State Lease

[To be attached]

EXHIBIT "B"

Premises

All that tract or parcel of land situate lying and being in Land Lots 23 & 32 in the City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

BEGIN at a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and run thence along the easterly right of way of 10th Avenue North $00^{\circ}47'47''$ East a distance of 399.89 feet to a PK nail in concrete; thence leaving said right of way run South $89^{\circ}15'53''$ East a distance of 1,592.49 feet to a V2 rebar found on the westerly right of way of Jackson Avenue (an 80' R/W); thence run along the westerly right of way of Jackson Avenue South $00^{\circ}01'34''$ West a distance of 401.09 feet to the intersection of the westerly right of way of Jackson Avenue and the northerly right of way of 4th Street; thence run along the northerly right of way of 4th Street North $89^{\circ}13'22''$ West a distance of 1,597.88 feet to a 1" pipe found at the intersection of the northerly right of way of 4th Street and the easterly right of way of 10th Avenue and the POINT OF BEGINNING.

Said property being shown on that certain Boundary Survey prepared for The State of Georgia by Trinity Land Surveying, bearing the seal and certification of Matthew S. Johnson, G.R.L.S. No. 2868, dated July 16, 2025.

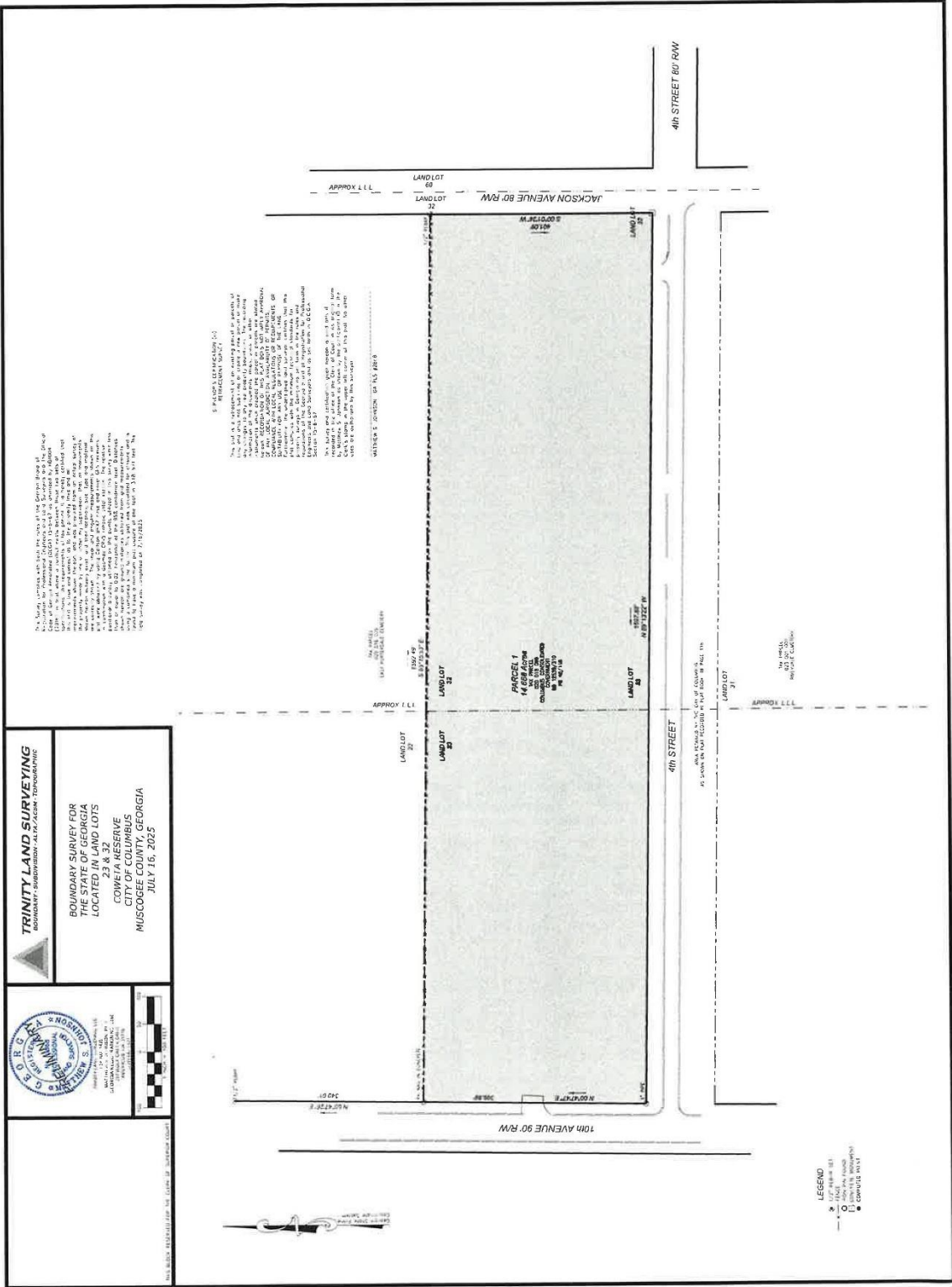


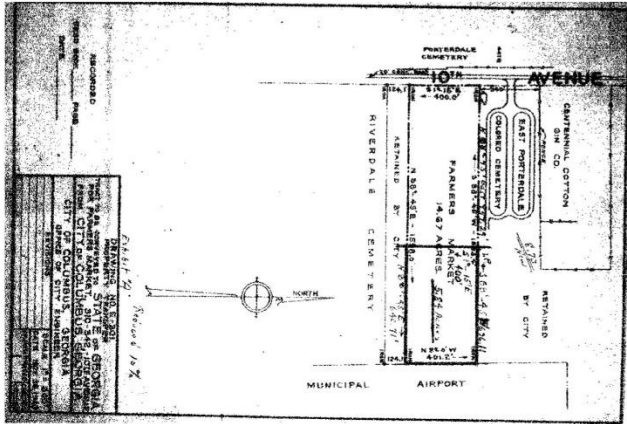
EXHIBIT "C"

Plat

PLAT BOOK

48

MUSCOGEE
COUNTY



File Attachments for Item:

1. Lease Agreement – Former Railroad Right of Way adjacent to 3020 Warm Springs Road – Milner Family, LLLP

Approval is requested to enter into a lease agreement with Milner Family, LLLP to lease the Former Railroad Right of Way adjacent to 3020 Warm Springs Road

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as this “Lease”), made and entered into as of the ____ day of _____, 2025, between COLUMBUS, GEORGIA, a consolidated city-county government (hereinafter referred to as “Landlord”), and MILNER FAMILY, LLLP, a Georgia limited liability limited partnership (hereinafter referred to as “Tenant”).

WITNESSETH THAT:

WHEREAS, Landlord is the owner of the hereinafter described property and desires to lease the same to Tenant upon the terms and conditions hereinafter set forth, and Tenant desires to lease said property from landlord upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises recited, the rents to be paid hereunder and the benefits accruing to the parties hereto, Landlord and Tenant do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord land shown and identified as “LOT 700, 0.38 Ac.” the plat of survey attached hereto as Exhibit “A”, attached hereto and made a part hereof, together with and subject to all rights, privileges, easements, appurtenances, and amenities encumbering, belonging or in any way pertaining to said premises (the “Premises”).
2. **Term.** The term of this Lease shall be for five (5) years commencing on the execution date.
3. **Renewal.** At the expiration of the initial five-year term of this Lease, and provided Tenant is not in default hereunder, this Lease may be renewed by Lessee for two (2) additional five (5) year renewal terms, provided Tenant obtains Landlord’s prior written consent, which consent shall not be unreasonably withheld. Tenant, in order to exercise any such renewal option, shall give Landlord not less than sixty (60) days prior written notice of Tenant’s intent to renew before the end of the initial term or the then applicable renewal term. During any renewal term hereof, the Tenant shall lease the Premises from the Landlord upon the same terms and conditions as herein provided.
4. **Voluntary Termination.** Notwithstanding any provision herein to the contrary, Tenant shall have the right to terminate this Lease, at any time, with or without cause, upon giving no less than thirty (30) days prior written notice of cancellation to the Landlord. Tenant shall continue to pay the normal rental due hereunder until the date of cancellation. After the running of the five (5) years from the date hereof, or, if this Lease has been renewed, after the running of the last renewal period that Landlord has consented to, and provided Landlord has not consented and agreed to grant Tenant two (2) additional five (5) year renewal options as provided above, then this Lease shall continue on a year to year basis and Landlord shall have the right to terminate this Lease, at any time, with or without cause, upon giving no less than twelve (12) months prior written notice of cancellation to Tenant.

5. Rent. Tenant shall pay to Landlord as rent for the use, possession and occupancy of the Premises, \$500 per annum with the full five (5) year term of \$2,500 due at signing. Rents for the first renewal period shall be \$550 per annum and for the second renewal period shall be \$605 per annum with the entire rents for each renewal term being paid on the first day of each renewal term.

6. Use; Maintenance. Tenant shall use the Premises for parking in connection with the use of Tenant's adjoining property and not otherwise unless consented to by Landlord in its sole discretion. Tenant shall not make any unlawful or offensive use of the Premises, will substantially comply with all applicable statutes, ordinances, rules, orders, regulations or requirements of federal, state and municipal governments.

Tenant shall be responsible to maintain and repair the landscaping and improvements of the Premises and keep the same in good and orderly condition during the term hereof at Tenant's sole cost and expense.

7. Authority; Possession. Landlord represents and warrants to Tenant that Landlord is the owner of the Premises, that Landlord has the right, authority and power to enter into this Lease for the term stated and that, so long as the Tenant pays the rent herein stipulated and performs all other obligations of the Tenant hereunder, Landlord will warrant and defend the right of Tenant to quietly and peacefully use and enjoy the Premises during the term hereof.

8. Sublease; Assignment. Tenant may not assign this Lease or sublet any portion of the Premises to any person, firm or corporation without obtaining the written consent of Landlord, in Landlord's sole discretion.

9. No Liability; Insurance. Landlord shall not be liable for any damage to any property of the Tenant or of Tenant's officers, owners, partners, employees, agents, customers, invitees or guests located on the Premises, and Tenant shall maintain appropriate insurance to protect its property and fixtures located thereon.

10. Default. In the event Tenant (1) fails to pay any rent or any other amounts provided for herein as and when due and fails to cure such default within ten (10) days after written notice from Landlord that the same is past due, or (2) fails to perform any other non-payment covenant required of it in this Lease, and if such non-payment default shall continue for thirty (30) days after written notice of such default from the Landlord, at Landlord's option, Landlord may, in addition to any other right or remedy provided at law or in equity, terminate this Lease immediately and, without resort to legal proceedings, have the right to re-enter and summarily take possession of the Premises and remove the property of Tenant therefrom.

11. Utilities. Tenant shall furnish and pay for all water, natural gas, electricity, telephone, internet, cable and other utilities used by Tenant on the Premises during the term hereof.

12. Indemnification. Tenant shall assume all responsibility for, and indemnify and save harmless Landlord from, any and all loss, expense, damages or claims, including reasonable

attorney's fees, and otherwise of any kind, arising out of any personal injury, death, property damage or loss whatsoever and howsoever occurring and relating in any way to Tenant's use and occupancy of the Premises.

13. Surrender of Premises. Tenant shall surrender the Premises to Landlord at the expiration or earlier termination of this Lease in as good condition as they were in at the commencement of the term hereof, natural wear and tear excepted.

14. Alterations. Tenant shall not make alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord, in Landlord's sole discretion.

15. Signage. Tenant shall have the right to install signs on the Premises upon obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Such signs shall comply with all applicable laws, ordinances, rules and regulations relating thereto and shall be removed by Tenant at the expiration of this Lease and any damage to the Premises caused by such removal shall be repaired by Tenant.

16. Inspection. Landlord shall have the right to inspect the Premises during reasonable business hours upon reasonable prior notice to Tenant.

17. Notice. All notices provided for in this Lease shall be in writing, and shall be sent by registered or certified mail, return receipt requested. Notice to Tenant shall be addressed to Tenant at _____ . Notices to Landlord shall be addressed to Landlord at P.O. Box 1340, Columbus, Georgia 31902, Attention: City Manager; with a copy to the Real Estate Specialist 420 E 10th St. Columbus, Georgia 31901. Either party may change its address for purposes of the foregoing upon giving prior written notice to the other as provided herein.

18. Binding. This Lease shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

19. Entire Agreement. This Lease provides the entire agreement between the parties hereto, and no statements, representations or warranties shall be binding upon said parties unless included herein or subsequently reduced to writing and signed by said parties.

20. Multiple Counterparts; Electronic Signatures. This Lease and any amendments hereto may be executed in more than one counterpart and each such counterpart or copy shall serve as an original hereof. This Lease and any amendments hereto signed and/or delivered by either party to the other shall be deemed binding upon the party so signing and/or delivering the same to the other party.

[Signatures to Follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

Landlord:

COLUMBUS, GEORGIA

By: _____

Name: _____

Title: _____

Attest: _____

Clerk/Deputy Clerk of Council

(SEAL)

Tenant:

MILNER FAMILY, LLLP

By: _____

Rodney Milner

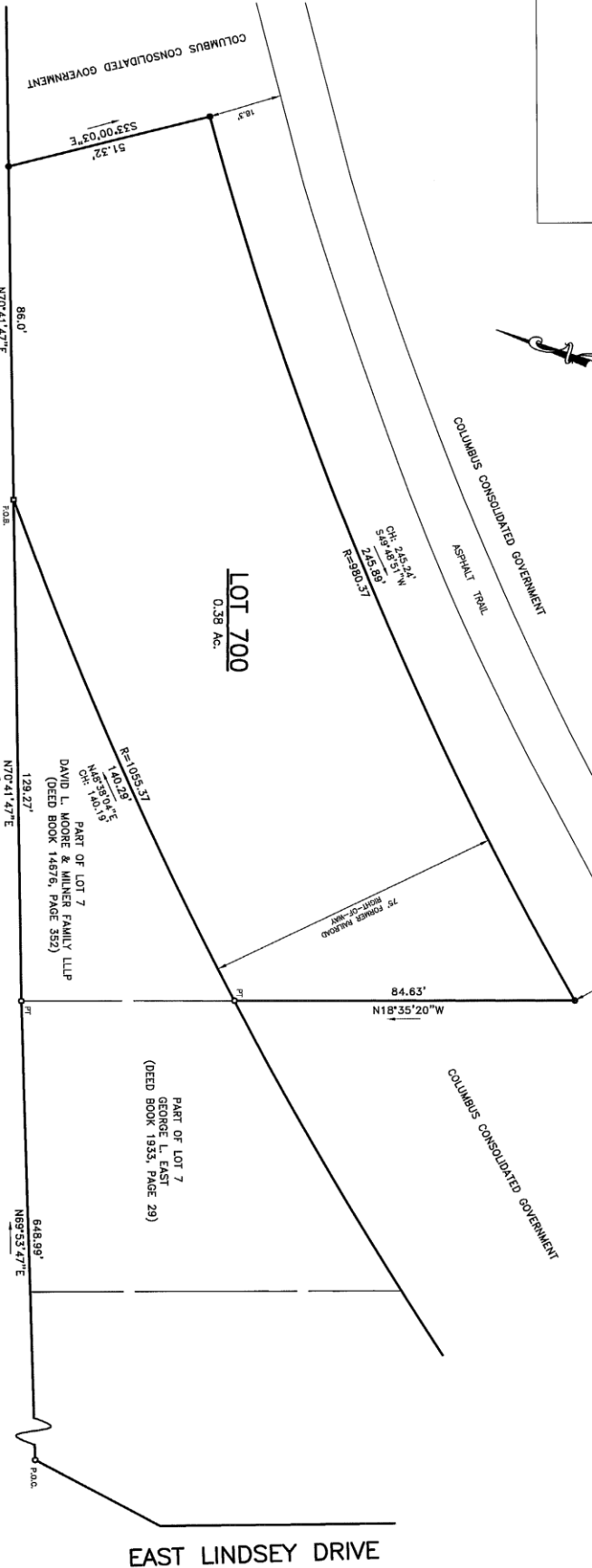
Its General Partner

(SEAL)

EXHIBIT "A"

- LEGEND**
- P.F. — PITCHED TOP IRON FOUND
 - CONCRETE MONUMENT FOUND
 - REBAR & CAP SET (MMW LSF 87)

- NOTES**
1. ALL DIMENSIONS SHOWN ARE SUBJECT TO NATURAL SURFACE CONDITIONS AND SHOULD NOT BE RESPONSIBLE FOR ANY ERRORS TO SAID DIMENSIONS.
 2. THIS PLAT WAS PREPARED FOR A PARTIAL REBAR & CAP SET FOR THE STABILIZATION THEREOF.
 3. REFERENCE IS MADE TO THE PROVISIONS/PARTIAL PLAT MAPS OF THE CITY OF COLUMBUS, GEORGIA, IN THE REBAR & CAP SET SECTIONS OF CITY ORDINANCE NO. 22-14.
 4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE OTHER ENCUMBRANCES OR INTERESTS IN THE PROPERTY SHOWN HEREON.



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be continued in the appropriate manner by the intended user of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the Rules and Regulations of the Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM A COMPLETE AND ACCURATE SURVEY AND FIELD DATA AND THAT THE SURVEYOR HAS PERSONALLY EXAMINED THE FIELD DATA AND THE INSTRUMENTS USED IN THE SURVEY AND HAS FOUND THEM TO BE ACCURATE WITHIN ONE FOOT IN A MILE AND HAS ADVISED THE FOLLOWING THE EQUIPMENT USED IN THE PREPARATION OF THIS PLAT EXCEEDED 2000 FEET TOTAL STATION.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A COMPLETE RECORD OF THE POINTS SURVEYED AND ADJUSTED USING THE COMPLEX RULE.

THIS PLAT HAS BEEN CALCULATED FOR GEODESIC AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN A MILE AND HAS ADVISED THE FOLLOWING THE EQUIPMENT USED IN THE PREPARATION OF THIS PLAT EXCEEDED 2000 FEET TOTAL STATION.

OWNER'S CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT THEY ARE THE SINGLE OWNERS OF THE LAND SHOWN ON THIS PLAT AND THAT THE SURVEYOR HAS PERSONALLY EXAMINED THE FIELD DATA AND INSTRUMENTS USED IN THE SURVEY AND HAS FOUND THEM TO BE ACCURATE WITHIN ONE FOOT IN A MILE AND HAS ADVISED THE FOLLOWING THE EQUIPMENT USED IN THE PREPARATION OF THIS PLAT EXCEEDED 2000 FEET TOTAL STATION.

OWNER'S NAME: COLUMBUS CONSOLIDATED GOVERNMENT

OWNER'S ADDRESS: P. O. BOX 1840

COLUMBUS, GA 31902 DATE: _____

CERTIFICATE FOR ENGINEERING APPROVAL

THE UNDERSIGNED CERTIFIES THAT THEY ARE THE SINGLE OWNERS OF THE LAND SHOWN ON THIS PLAT AND THAT THE SURVEYOR HAS PERSONALLY EXAMINED THE FIELD DATA AND INSTRUMENTS USED IN THE SURVEY AND HAS FOUND THEM TO BE ACCURATE WITHIN ONE FOOT IN A MILE AND HAS ADVISED THE FOLLOWING THE EQUIPMENT USED IN THE PREPARATION OF THIS PLAT EXCEEDED 2000 FEET TOTAL STATION.

ENGINEER'S NAME: _____

ENGINEER'S ADDRESS: _____

DATE: _____

REPLAT OF FORMER RAILROAD RIGHT-OF-WAY PROPERTY OF COLUMBUS CONSOLIDATED GOVERNMENT

FORMER RAILROAD RIGHT-OF-WAY

PART OF LAND LOT 35, 8TH DISTRICT COLUMBUS, MUSCOGEE COUNTY, GEORGIA

Scale 1" = 20'

MOON MEKES & ASSOCIATES, INC.

6 October 2025

Civil Engineers - Land Surveyors
(GA. REG. NO. H206485)

100 Southern Way, Suite A, Columbus, Georgia 31904
(706) 327-8306

I have, this date, examined the FLOOD INSURANCE RATE MAP, dated September 5, 2007, covering Columbus, Georgia (Community No. 135158 J). Subject lot is located on Parcel 35 F of said map and is not shown in a Flood Hazard Zone.

Jefferson W. Keefe, P.E., R.L.S. - Georgia Reg. No. 2787

Jefferson W. Keefe, R.L.S. - Georgia Reg. No. 2787

Jefferson W. Keefe, R.L.S. - Georgia Reg. No. 2787

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Lease Agreement – Former Railroad Right of Way adjacent to 3020 Warm Springs Road – Milner Family, LLLP
AGENDA SUMMARY:	Approval is requested to enter into a lease agreement with Milner Family, LLLP to lease the Former Railroad Right of Way adjacent to 3020 Warm Springs Road
INITIATED BY:	Community Reinvestment

Recommendation: Approval is requested to enter into a lease agreement with Milner Family, LLLP to lease the former railroad right of way adjacent to 3020 Warm Springs Road.

Background: The City owns the former railroad right of way located adjacent to 3020 Warm Springs Road. The City formerly entered into an occupancy agreement with Thomas Properties, Inc., June 7th, 2001. The Milner Family, LLLP purchased the lot and building at 3020 Warm Springs Road from Thomas Properties, Inc. The Milner Family, LLLP, has expressed interest in leasing the City’s property for use as parking for tenants of their building as the previous owner did through the former occupancy agreement. The initial term shall be five (5) years with two optional five-year renewals. The use of the property will be limited to tenant parking, and the City will retain ownership of former railroad right of way.

Analysis: The Milner Family, LLLP, will pay rent and are responsible for general maintenance of the area. The initial term of the lease is five years with two optional five-year renewals.

Financial Considerations: The City will lease at the rate of \$500.00 per annum, being a sum of \$2,500.00 for the initial lease. Rent for the first renewal period will be \$550 per annum and the second renewal period will be \$605 per annum with the total sum of each renewal term being paid on the first day of each renewal term.

Legal Considerations: Any lease agreement involving City of Columbus owned property requires Council approval.

Recommendation/Action: Approval is requested to enter into a lease agreement with Milner Family, LLLP to lease the former railroad right of way adjacent to 3020 Warm Springs Road.

MAP OF LEASE AREA



A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE TO THE MILNER FAMILY, LLLP FOR THE FORMER RAILROAD RIGHT OF WAY ADJACENT TO 3020 WARM SPRINGS ROAD FOR TENANT PARKING.

WHEREAS, the City owns the former railroad right of way adjacent to 3020 Warm Springs Road; and,

WHEREAS, Milner Family, LLLP is requesting a lease agreement for the leasing of the former railroad right of way; and,

WHEREAS, Milner Family, LLLP agrees the sole use of the premises will be for parking for tenants of their building located at 3020 Warm Springs Road; and,

WHEREAS, the initial term of the lease agreement shall be November 1, 2025, through October 31, 2030, at the rate of \$500.00 per annum, being a sum of \$2,500.00 for the initial five-year lease period; and,

WHEREAS, two additional five- year extensions of the lease are permitted at a higher annual rental rate.

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

That the Mayor and/or his designee are hereby authorized to enter into a five-year lease agreement with two subsequent five-year renewals with Milner Family, LLLP, to lease the former railroad right of way adjacent to 3020 Warm Springs Road.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of October 2025 and adopted at said meeting by the affirmative vote of ten members of said Council.

- Councilor Allen voting _____.
- Councilor Anker voting _____.
- Councilor Chambers voting _____.
- Councilor Cogle voting _____.
- Councilor Crabb voting _____.
- Councilor Davis voting _____.
- Councilor Garrett voting _____.
- Councilor Hickey voting _____.
- Councilor Huff voting _____.
- Councilor Tucker voting _____.

Lindsey G. Mclemore, Clerk of Council

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

File Attachments for Item:

2. Acceptance of Donation and approval of MOU with Midtown Inc.

Approval is requested accept the donation of the goods and services necessary to construct a Children's Bicycle Park from MidTown, Inc. having a gift value of approximately \$587,000; and to enter into a Memorandum of Understanding (MOU) that defines the relationship between the Midtown, Inc, (hereinafter Midtown), and the Columbus Consolidated Government (hereinafter, City) with respect to the construction and maintenance of the Children's Bicycle Playground in Dinglewood Park.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #2.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Acceptance of Donation and approval of MOU with Midtown Inc.
AGENDA SUMMARY:	Approval is requested accept the donation of the goods and services necessary to construct a Children’s Bicycle Park from MidTown, Inc. having a gift value of approximately \$587,000; and to enter into a Memorandum of Understanding (MOU) that defines the relationship between the Midtown, Inc, (hereinafter Midtown), and the Columbus Consolidated Government (hereinafter, City) with respect to the construction and maintenance of the Children’s Bicycle Playground in Dinglewood Park.
INITIATED BY:	Parks and Recreation

Recommendation: Approval is requested accept the donation of the goods and services necessary to construct a Children’s Bicycle Park from MidTown, Inc. having a gift value of approximately \$587,000; and to enter into a Memorandum of Understanding (MOU) that defines the relationship between the Midtown, Inc, (hereinafter Midtown), and the Columbus Consolidated Government (hereinafter, City) with respect to the construction and maintenance of the Children’s Bicycle Playground in Dinglewood Park.

Background: The collaborative project of constructing and maintaining the Children’s Bicycle Park was presented to Council at it October 14th meeting.

Analysis: This MOU describes the responsibilities each party has with respect to the construction, maintenance and use of the portion of Dinglewood Park to be used for the project.

Financial Considerations: Midtown Inc. will cover all costs of constructing and maintaining the Bicycle Park improvements. The City will only be responsible for ordinary park maintenance of the area.

Legal Considerations: The final MOU will be approved as to form by the City Attorney.

Recommendation/Action: Approval is requested accept the donation of the goods and services necessary to construct a Children’s Bicycle Park from MidTown, Inc. having a gift value of approximately \$587,000; and to enter into a Memorandum of Understanding (MOU) that defines the relationship between the Midtown, Inc, (hereinafter Midtown), and the Columbus Consolidated Government (hereinafter, City) with respect to the construction and maintenance of the Children’s Bicycle Playground in Dinglewood Park.

A RESOLUTION

A RESOLUTION ACCEPTING THE DONATION OF THE CONSTRUCTION OF A CHILDREN’S BICYCLE PARK IN DINGLEWOOD PARK AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN MOU WITH MIDTOWN, INC.

WHEREAS, Midtown, Inc. has generously offered to fund the construction and maintenance of a Children’s Bicycle Park at Dinglewood Park at an estimated cost of \$587,000; and,

WHEREAS, The Columbus Parks and Recreation Department of the Columbus Consolidated Government (hereinafter “the City”) and Midtown, Inc. desire to enter into a Memorandum of Understanding (MOU) that defines the relationship between the Midtown, Inc, and the Columbus Consolidated Government (hereinafter, City) for the purpose of supporting the project of constructing and maintaining a Children’s Bicycle Park in a portion of Dinglewood Park; and,

WHEREAS, Midtown, Inc. shall fully fund the cost to design, develop, and implement a children’s bike playground at Dinglewood Park. In addition, Midtown shall pay for the continuing maintenance and repair of the bike playground for the life of the bike playground; and,

WHEREAS, The City shall provide routine maintenance (i.e. cutting of grass, removal of trash, etc.) at Dinglewood Park and permit Midtown, Inc to carry out the responsibilities listed below at Dinglewood Park.

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

- 1) That the Columbus Council gratefully agrees to accept this donation and allow this project to be carried out on the City property in Dinglewood Park; and
- 2) That the Mayor, the Deputy City Manager, and/or his/her is hereby authorized to execute a Memorandum of defines the relationship between the Midtown, Inc, and the Columbus Consolidated Government for the purpose of managing the construction and use of a portion of Dinglewood Park as a Children’s Bicycle Park in accordance with the responsibilities outlined above.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____day of _____ 2025 and adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting _____
Councilor Anker voting _____

Councilor Chambers voting _____.
Councilor Cogle voting _____.
Councilor Crabb voting _____.
Councilor Davis voting _____.
Councilor Garrett voting _____.
Councilor Hickey voting _____.
Councilor Huff voting _____.
Councilor Tucker voting _____.

Item #2.

Lindsey G. McLemore, Clerk of Council

B.H. "Skip" Henderson, Mayor



MEMORANDUM
OF
UNDERSTANDING
11/04/25

This Memorandum of Understanding (MOU) defines the relationship between the MidTown, Inc, and the Columbus Consolidated Government, acting by and through its Department of Parks and Recreation (hereinafter, City) with respect to the Children’s Bicycle Park donated by MidTown and installed at Dinglewood Park (hereinafter, “the Bike Park”).

A. COVERED FACILITIES

Dinglewood Park (1660 13th Street, Columbus, GA)

Dinglewood is classified as a neighborhood park. The 15.7-acre park has amenities such as grills and picnic areas. The Bike Park will be installed in accordance with the map and specifications set forth in Exhibit A.

The Bike Park donated by MidTown, Inc. and accepted by Council on _____ is the property and facility to which the terms of the MOU apply.

B. RESPONSIBILITIES OF THE PARTIES

1. Responsibilities of MidTown, Inc.: Midtown, Inc. shall fully fund the cost to design, develop, and implement a children’s bike playground at Dinglewood Park in accordance with the specifications set forth in Exhibit A. MidTown, Inc. will oversee the construction and provide proof, satisfactory to the Director of Finance that any vendor working on City property has provided adequate liability insurance to cover the project and adequate worker’s compensation coverage of any workers on the construction site. MidTown, Inc. will also be responsible for complying with any state and local laws regarding permitting. Fees for permits which are in the discretion of the City will be waived.

In addition, Midtown shall pay for the continuing maintenance and repair of the bike playground for the life of the bike playground as shown in Exhibit A. MidTown, Inc. will conduct routine inspections at least annually to assure the condition of the Bike Park.

2. Responsibilities of the City: The City shall provide routine maintenance (i.e., cutting of grass, removal of trash, etc.) at Dinglewood Park and permit Midtown to carry out the responsibilities outlined in Exhibit A at Dinglewood Park.

C. LIMITATION OF LIABILITY

Midtown agrees to hold the City harmless from any and all claims for damages, personal injury, property damage or death which may arise from, or which may occur as a result of MidTown's installation or maintenance of the donated property

By entering into this agreement, neither City nor Midtown, Inc. waives any sovereign, governmental, municipal, or any other immunity or defense provided by federal or Georgia law.

D. PUBLIC ACCESS

Once complete and accepted by the City, it is the intention of both parties that the Bike Park will be available to the public for appropriate recreational use. No party to this MOU will collect fees from any member of the public for use of the Project's amenities, and members of the public using the Project will do so at their own risk and bear responsibility for their own physical safety, security, and cycling equipment.

Provided, however; bookings to reserve the Bike Park exclusively for a special event held by a member of the public or an organization will be handled by the Department of Parks and Recreation, and they will be authorized to charge all customary rental, permitting or clean up fees that apply generally to City Parks they administer. The City will endeavor to notify MidTown, Inc at the conclusion of any such special event in order to allow them to inspect the property after the event.

E. TERM OF AGREEMENT

This MOU will expire automatically on November 4, 2026, if construction of the Project has not been completed. If the Project has been completed and accepted as satisfactory by the City, this MOU will automatically renew, on November 4, 2027, for one additional five-year term unless a written notice of termination is sent from either party prior to November 4, 2027. Subsequent renewals of this agreement may be enacted by mutual agreement subject to the approval of the Columbus Council. Any party may terminate this MOU at any given time by giving the other parties thirty (30) days' advance written notice, effective upon transmission by hand delivery or U.S. Postal Service registered mail.

E. GOVERNING LAW

This MOU will be governed in accordance with the laws of the State of Georgia.

COLUMBUS CONSOLIDATED GOVERNMENT

MIDTOWN, INC.

_____ Date _____

Mayor

_____ Date _____

Executive Director

_____ Date _____

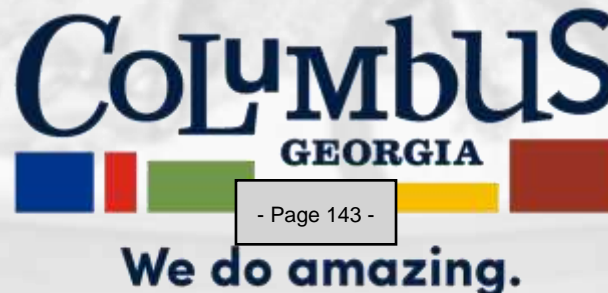
Director, Parks & Recreation

MidTown Children's Bicycle Playground

A Community Collaboration of MidTown, Inc.

&

Columbus Consolidated Government



Dinglewood Park



Werocoda Creek

Dinglewood Disc Golf Course



Dinglewood Park



Existing Site

Warren Williams Rd

13th Street

Werocoda Creek

Werocoda Creek

Werocoda Creek

Dinglewood Disc Golf Course

What is a Bicycle Playground?

The MidTown Children's Bicycle Playground will be a space that encourages exercise and activity specifically for children, filling a need in the city. It will be the first park of its kind in the entire region and a unique place to help children learn basic bicycle skills, fall in love with the sport, progress in their agility, and be able to take those learned skills with them to Standing Boy Trails and to the DragonFly Trails. The central location of the bike park makes it an ideal site to serve not just MidTown residents, but all of the city. The park will be positioned among city residents who are of diverse races and income levels, making it a prime example of inclusivity for our community.

What is a Bicycle Playground?

What it is

- A protected designated area for children and teenagers to learn the basic skills of bicycling and mountain biking
- Park will contain natural trails, bicycle obstacles and features, and “pump track”

What it isn't

- BMX riding course
- Skateboarding park
- Traditional swings, slides, climbing features

Why Dinglewood Park?

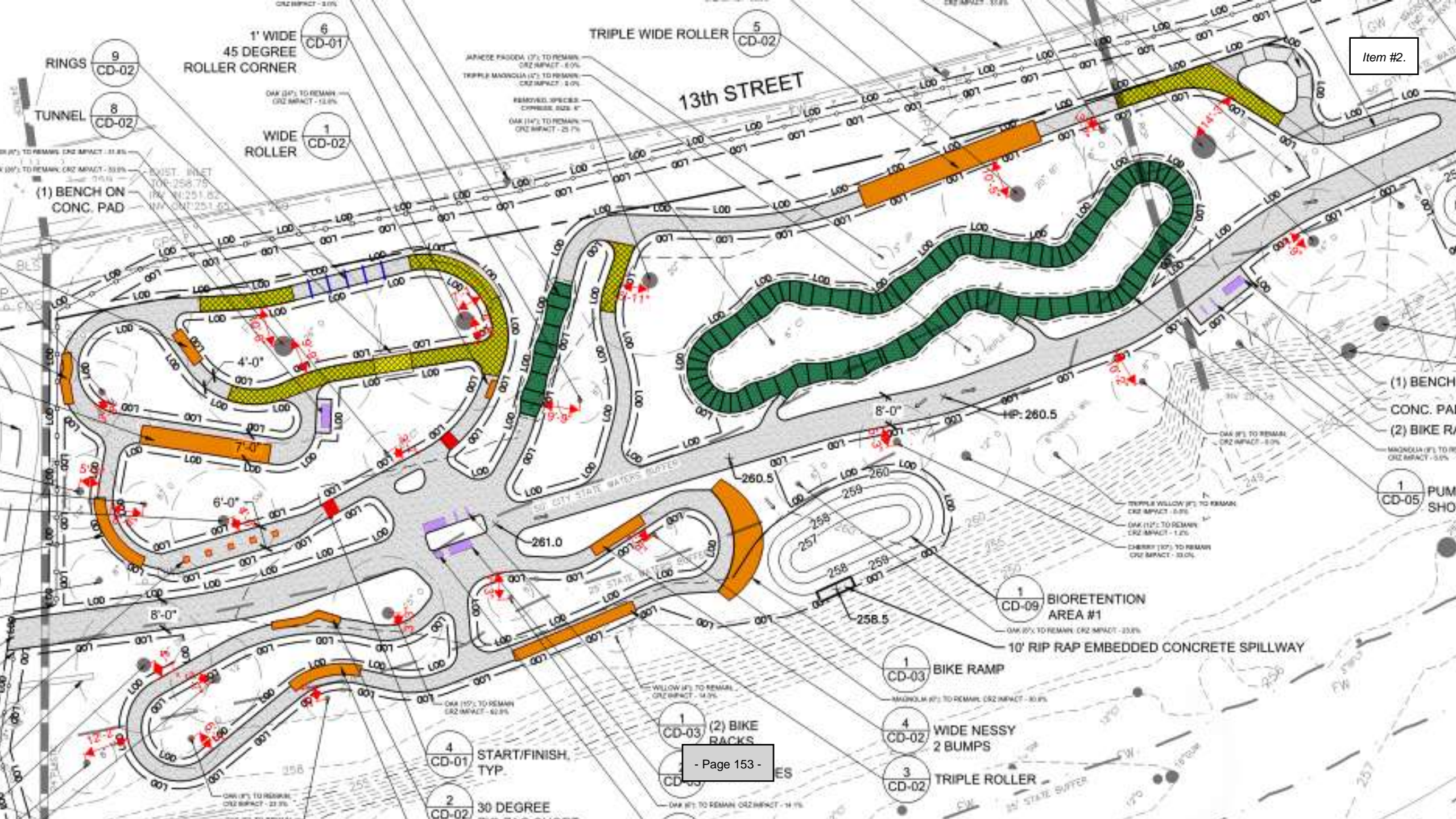
- Other places were evaluated – Little Wildwood Park, Servant Leadership Playground (behind Columbus Public Library)
- Centrally located at the heart of MidTown
- Located next to future DragonFly connector
- Has available parking
- Highly visible and in close proximity to Lake Bottom Park
- Accessible to MidTown's diverse community

Partnership Details

- Collaboration between CCG Parks and Recreation and Midtown, Inc.
- Park was designed to retain all existing healthy trees
- Letter of Intent provided by CCG October 2024
- Equipment and trails fully funded and maintained by Midtown, Inc.
- Parks and Recreation will continue to maintain as a park
- Gift value - \$587,000







Item #2.



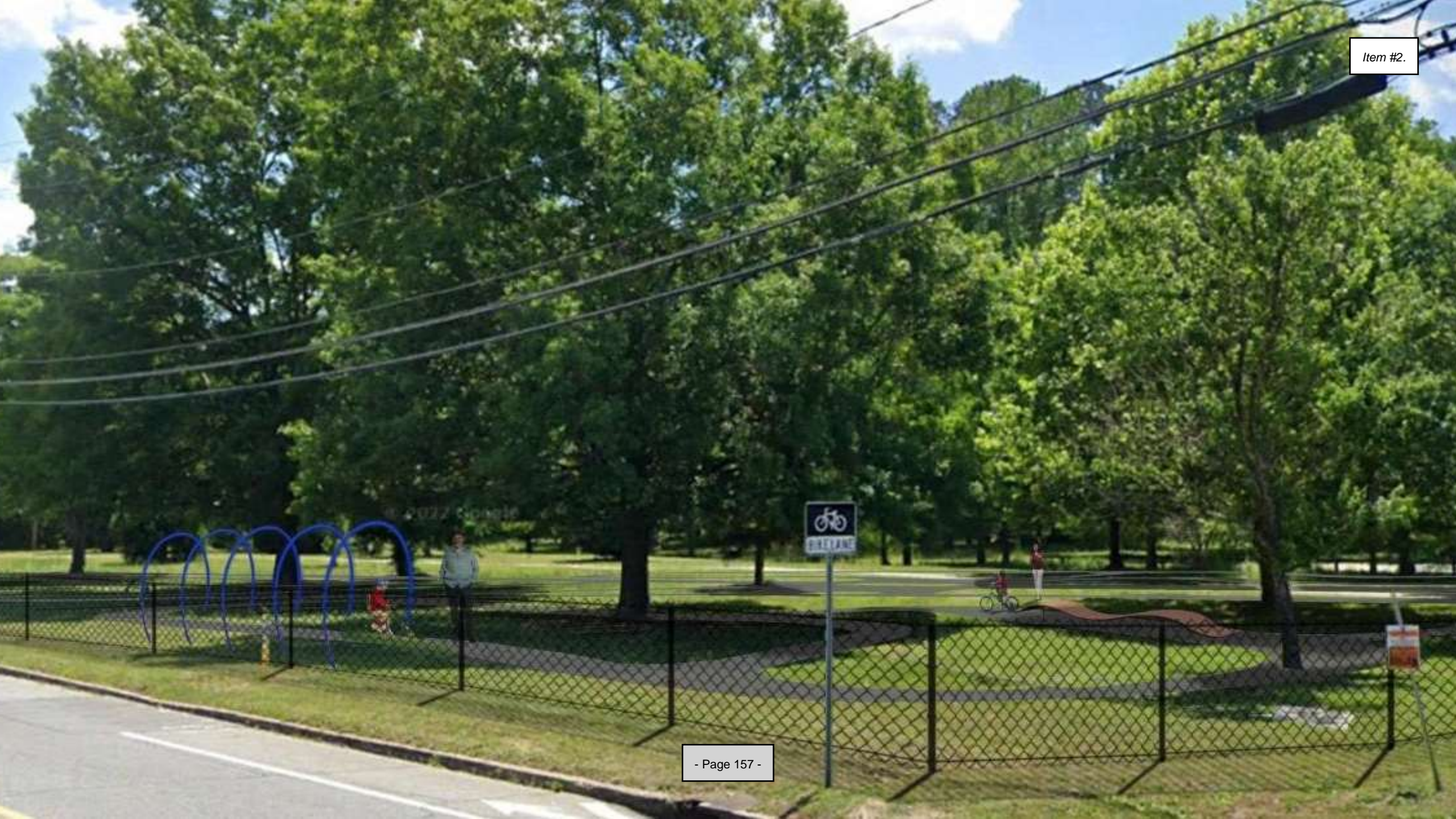
Obstacle Features







Item #2.



Project Status

- Drawings have been submitted for final permit review
- Design team has work closely with Engineering and Forestry
- Midtown has vendors and contractors ready to commence
- Prepared to finalize MOU with CCG to formally solidify partnership

Questions

File Attachments for Item:

3. 2026 Legislative Agenda Items – Additional Proposed Items

Consideration is requested of the resolutions for the 2026 Legislative Session of the Georgia General Assembly.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	2026 Legislative Agenda Items – Additional Proposed Items
AGENDA SUMMARY:	Consideration is requested of the resolutions for the 2026 Legislative Session of the Georgia General Assembly.
INITIATED BY:	City Manager’s Office

Recommendation: Consideration is requested of the additional proposed resolutions for the 2026 Legislative Session of the Georgia General Assembly.

Background: Each year elected and appointed officials of the Columbus Consolidated Government develop a list of issues important to the citizens of Columbus that requires action by the Local Legislative Delegation. Once approved, a meeting will be held with the Delegation to explain the rationale behind these issues and to solicit their support. The Hometown Connection and Legislative Agenda meeting will be held on October 15, 2025.

Analysis: Staff, elected and appointed officials were asked to present issues they felt were important to the operation of city government. Research and justification for these issues were presented to the City Manager and a list was prepared for presentation to the Mayor/Council.

Recommendations/Actions: Consider the attached resolutions.

1. ATTORNEY FEES:

The Columbus Council requests that the local delegation to the Georgia General Assembly introduce statewide legislation requiring that any such payment of attorney's fees by a local government be reviewed by a Superior Court within the same judicial circuit as the local government before any such fees are paid by the local government. *(Request of Councilor Glenn Davis)*

Explanation:

In *Boswell v. Bramlett*, 274 Ga. 50, (2001), the Georgia Supreme Court held that “ a local government must pay a local official's attorney fees (1) when the official, acting in his official capacity, is required to hire outside counsel to assert a legal position [*53] the local government attorney cannot assert because he or she has a conflict arising from his or her representation of the local government, and (2) when the official is successful in asserting his or her position.”

2. STATE LEVEL FUNDING FOR RIVERCENTER:

The Columbus Council requests that the local delegation to the Georgia General Assembly support any legislation that would provide funding at the state level for the *Re-investing in the Arts: RiverCenter at 25* project. *(Request of Mayor Pro Tem Gary Allen)*

Explanation:

The RiverCenter for the Performing Arts is celebrating its 25th Anniversary and is kicking off a capital fund campaign *Reinvesting in the Arts: RiverCenter at 25* which is described in the attached letter from the RiverCenter Executive Director. As part of the campaign the RiverCenter is requesting that the State of Georgia pledge \$ 4.2 million

NO. _____

A RESOLUTION REQUESTING THAT THE LOCAL LEGISLATIVE DELEGATION INTRODUCE STATEWIDE LEGISLATION TO REQUIRE REVIEW BY A SUPERIOR COURT OF ANY ATTORNEY’S FEES AWARDED PURSUANT TO BOSWELL V. BRAMLETT, 274 GA. 50, (2001).

WHEREAS, in *Boswell v. Bramlett*, 274 Ga. 50, (2001), the Georgia Supreme Court held that “ a local government must pay a local official's attorney fees (1) when the official, acting in his official capacity, is required to hire outside counsel to assert a legal position [***53**] the local government attorney cannot assert because he or she has a conflict arising from his or her representation of the local government, and (2) when the official is successful in asserting his or her position.”

WHEREAS, this Council desires that the local delegation to the Georgia General Assembly introduce statewide legislation requiring that any such payment of attorney’s fees by a local government be reviewed by a Superior Court within the same judicial circuit as the local government before any such fees are paid by the local government.

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

The Columbus Council requests that the local delegation to the Georgia General Assembly introduce statewide legislation requiring that any such payment of attorney’s fees by a local government be reviewed by a Superior Court within the same judicial circuit as the local government before any such fees are paid by the local government.

Let a copy of this Resolution be forwarded to each member of the local delegation to the Georgia General Assembly.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 4th day of November, 2025, and adopted at said meeting by affirmative vote of _____ members of said Council.

Councilor Allen voting	_____
Councilor Anker voting	_____
Councilor Chambers voting	_____
Councilor Cogle voting	_____
Councilor Crabb voting	_____
Councilor Davis voting	_____
Councilor Garrett voting	_____
Councilor Hickey voting	_____
Councilor Huff voting	_____
Councilor Tucker voting	_____

Lindsey G. McLemore, Clerk of Council

B.H. “Skip” Henderson, III, Mayor

No. _____

WHEREAS, the RiverCenter for the Performing Arts is celebrating its 25th Anniversary and is kicking off a capital fund campaign *Reinvesting in the Arts: RiverCenter at 25* which is described in the attached letter from the RiverCenter Executive Director; and,

WHEREAS, as part of the campaign the RiverCenter is requesting that the State of Georgia pledge \$ 4.2 million; and,

WHEREAS, this Council supports the RiverCenter’s request for State support to update and maintain this stunning cultural landmark in a state-of-the-art manner.

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

We hereby respectfully request that the local legislative delegation to the Georgia General Assembly support any legislation which would provide funding at the state level for the *Re-investing in the Arts: RiverCenter at 25* project.

Let a copy of this resolution be forwarded by the Clerk of Council to each member of the local delegation to the Georgia General Assembly.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 4th day of November, 2025, and adopted at said meeting by the affirmative vote of _____ members of Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

B.H. “Skip” Henderson, III, Mayor



Lee Foster
Executive Director

October 28, 2025

Columbus City Council
City Hall
1111 1st Avenue, 3rd Floor
Columbus, Georgia 31901

Dear City Council:

Reinvesting in the Arts: RiverCenter at 25

RiverCenter for the Performing Arts is the beating heart of Columbus—a stunning cultural landmark that unites our entire community through world-class performances, educational outreach, and partnerships that enrich the city’s social, economic, and artistic vitality. As RiverCenter approaches its 25th anniversary in April 2027, many core systems require critical upgrades to ensure continued safe and reliable operations for national touring productions, local arts organizations, and the more than 190,000 patrons who attend over 600 events each year.

Reinvesting in the Arts: RiverCenter at 25 capital campaign is an \$8.5 million initiative to proactively modernize HVAC units, chillers, and humidifiers; replace the generator, switchgear, and elevators; repair roofs and sealants; enhance the Bill Heard Theatre’s technical systems and seating; and refresh aesthetic features such as carpets, fountains, and the Broadway median. With \$1.38 million already pledged and \$2.5 million pending, we are still in RiverCenter’s quiet phase of this effort. We respectfully request \$4.25 million from the State of Georgia—representing 50% of the project cost—to complete these vital improvements. This phased, two-year investment will prevent system failures, preserve RiverCenter’s legacy as a cornerstone of cultural life, and sustain downtown Columbus’ economic and civic vitality for decades to come.

For questions about the vital capital campaign or about RiverCenter, please contact me.

Best and thanks,

A handwritten signature in black ink that reads "Lee Foster". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lee Foster
Executive Director and CEO

File Attachments for Item:

A. Used & Confiscated Firearms for Credit or Swap RFB No. 26-0005

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Used & Confiscated Firearms for Credit or Swap – RFB No. 26-0005
INITIATED BY:	Finance Department

It is requested that Council approve the swap of one thousand two hundred ninety-eight (1,298) used and confiscated firearms from the Columbus Police Department for two hundred twenty (220) Heckler & Koch VP9A1F 9mm semi-automatic pistols and accessories provided by Dana Safety Supply (Jacksonville, FL). There will be no cost to the City for the swap of firearms.

The Columbus Police Department is using the swap of the used and confiscated firearms to obtain new weapons for the Department without cost to the City. Per the swap, Dana Safety Supply will provide the following: two hundred twenty (220) Heckler & Koch package 81001176 (VP9F, Optics Ready, 9mm caliber, elevated night sights, three magazines with 17 round capacity per magazine), Heckler & Koch Mounting Plate # 2, VP OR, Trijicon RMR (Part # 50254262), Holosun HS507C X2 Red 2 MOA Dot & 32 MOA Circle, Streamlight TLR-1 Gun Light and applicable accessories per the bid specifications. The total value of the swap is \$196,900.00.

Bid specifications were posted on the web page of DemandStar, the Purchasing Division, and the Georgia Procurement Registry. Six (6) bids were received on October 3, 2025. This bid has been advertised, opened, and reviewed. The bidders were:

Vendor	Unit Price	Quantity Offered in Exchange	Total Value of Offer
Dana Safety Supply (Jacksonville, FL)	\$ 895.00	220	\$ 196,900.00
Freedom Firearms, Inc. (Marietta, GA)	\$ 1,049.25	121	\$ 126,959.25
Clyde Armory (Athens, GA)	\$ 933.00	115	\$ 107,295.00
PAI Defense (Columbia, IN)	\$ 926.39	193	\$ 178,793.27
Proforce Law Enforcement (Prescott, AZ)	\$ 898.43	213	\$ 191,365.59
¹ Botach, Inc. (Las Vegas, NV)	\$ 938.00		

¹Vendor deemed non-responsive due to incomplete Form 2 - Bid Form (Pricing Page).

Per the bid specifications, bid will be awarded to the bidder offering the highest credit or swap value, whichever is in the best interest of the City.

There is no cost to the City associated with the firearms swap.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE SWAP OF ONE THOUSAND TWO HUNDRED NINETY-EIGHT (1,298) USED & CONFISCATED FIREARMS FROM THE COLUMBUS POLICE DEPARTMENT FOR TWO HUNDRED TWENTY (220) HECKLER & KOCH VP9A1F 9MM SEMI-AUTOMATIC PISTOLS AND ACCESSORIES PROVIDED BY DANA SAFETY SUPPLY (JACKSONVILLE, FL). THERE WILL BE NO COST TO THE CITY FOR THE SWAP OF FIREARMS.

WHEREAS, the Columbus Police Department is using the swap of the confiscated firearms to obtain new weapons for the Department without cost to the City; and,

WHEREAS, per the swap, Dana Safety Supply will provide the following: two hundred twenty (220) Heckler & Koch package 81001176 (VP9F, Optics Ready, 9mm caliber, elevated night sights, three magazines with 17 round capacity per magazine), Heckler & Koch Mounting Plate # 2, VP OR, Trijicon RMR (Part # 50254262), Holosun HS507C X2 Red 2 MOA Dot & 32 MOA Circle, Streamlight TLR-1 Gun Light and applicable accessories per the bid specifications. The total value of the swap is \$\$196,900.00.

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

That the Mayor and/or his designee is hereby authorized to swap one thousand two hundred ninety-eight (1,298) used and confiscated firearms from the Columbus Police Department for two hundred twenty (220) Heckler & Koch VP9A1F 9mm semi-automatic pistol and accessories provided by Dana Safety Supply (Jacksonville, FL). There will be no cost to the City for the swap of firearms.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2025 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

B.H. "Skip" Henderson III, Mayor

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Used & Confiscated Firearms for Credit or Swap – RFB No. 26-0005
INITIATED BY:	Finance Department

It is requested that Council approve the swap of one thousand two hundred ninety-eight (1,298) used and confiscated firearms from the Columbus Police Department for two hundred twenty (220) Heckler & Koch VP9A1F 9mm semi-automatic pistols and accessories provided by Dana Safety Supply (Jacksonville, FL). There will be no cost to the City for the swap of firearms.

The Columbus Police Department is using the swap of the used and confiscated firearms to obtain new weapons for the Department without cost to the City. Per the swap, Dana Safety Supply will provide the following: two hundred twenty (220) Heckler & Koch package 81001176 (VP9F, Optics Ready, 9mm caliber, elevated night sights, three magazines with 17 round capacity per magazine), Heckler & Koch Mounting Plate # 2, VP OR, Trijicon RMR (Part # 50254262), Holosun HS507C X2 Red 2 MOA Dot & 32 MOA Circle, Streamlight TLR-1 Gun Light and applicable accessories per the bid specifications. The total value of the swap is \$196,900.00.

Bid specifications were posted on the web page of DemandStar, the Purchasing Division, and the Georgia Procurement Registry. Six (6) bids were received on October 3, 2025. This bid has been advertised, opened, and reviewed. The bidders were:

Vendor	Unit Price	Quantity Offered in Exchange	Total Value of Offer
Dana Safety Supply (Jacksonville, FL)	\$ 895.00	220	\$ 196,900.00
Freedom Firearms, Inc. (Marietta, GA)	\$ 1,049.25	121	\$ 126,959.25
Clyde Armory (Athens, GA)	\$ 933.00	115	\$ 107,295.00
PAI Defense (Columbia, IN)	\$ 926.39	193	\$ 178,793.27
Proforce Law Enforcement (Prescott, AZ)	\$ 898.43	213	\$ 191,365.59
¹ Botach, Inc. (Las Vegas, NV)	\$ 938.00		

¹Vendor deemed non-responsive due to incomplete Form 2 - Bid Form (Pricing Page).

Per the bid specifications, bid will be awarded to the bidder offering the highest credit or swap value, whichever is in the best interest of the City.

There is no cost to the City associated with the firearms swap.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE SWAP OF ONE THOUSAND TWO HUNDRED NINETY-EIGHT (1,298) USED & CONFISCATED FIREARMS FROM THE COLUMBUS POLICE DEPARTMENT FOR TWO HUNDRED TWENTY (220) HECKLER & KOCH VP9A1F 9MM SEMI-AUTOMATIC PISTOLS AND ACCESSORIES PROVIDED BY DANA SAFETY SUPPLY (JACKSONVILLE, FL). THERE WILL BE NO COST TO THE CITY FOR THE SWAP OF FIREARMS.

WHEREAS, the Columbus Police Department is using the swap of the confiscated firearms to obtain new weapons for the Department without cost to the City; and,

WHEREAS, per the swap, Dana Safety Supply will provide the following: two hundred twenty (220) Heckler & Koch package 81001176 (VP9F, Optics Ready, 9mm caliber, elevated night sights, three magazines with 17 round capacity per magazine), Heckler & Koch Mounting Plate # 2, VP OR, Trijicon RMR (Part # 50254262), Holosun HS507C X2 Red 2 MOA Dot & 32 MOA Circle, Streamlight TLR-1 Gun Light and applicable accessories per the bid specifications. The total value of the swap is \$\$196,900.00.

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

That the Mayor and/or his designee is hereby authorized to swap one thousand two hundred ninety-eight (1,298) used and confiscated firearms from the Columbus Police Department for two hundred twenty (220) Heckler & Koch VP9A1F 9mm semi-automatic pistol and accessories provided by Dana Safety Supply (Jacksonville, FL). There will be no cost to the City for the swap of firearms.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2025 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

B. Contract Extension for HVAC Preventative Maintenance Services RFB No. 19-0014

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Contract Extension for HVAC Preventative Maintenance Services (Annual Contract) – RFB No. 19-0014
INITIATED BY:	Finance Department

It is requested that Council authorize the extension of the annual contract for HVAC Preventative Maintenance Services through February 28, 2026, with 1st Mechanical Services, Inc., (Columbus, GA). The City spends approximately \$1,230,000.00 annually for HVAC maintenance and repairs.

Per Resolution No. 438-18, Council authorized a five-year contract with 1st Mechanical Services, Inc., (Columbus, GA) to provide HVAC Maintenance and repairs. The initial contract expired. Therefore, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. The Facilities Maintenance Department has requested an additional extension while the new bid is advertised for the next contract. Council approval is required for contract extensions beyond one year.

Funds are budgeted each fiscal year for this ongoing expense: General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance. – Parks & Recreation and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Public Safety and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Gen. Gov't; 0101-265-3000-OMNT-6527 and 0101-265-3000-OMNT-6528 and 0101 – 265 – 3000 – OMNT - 6529.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF THE ANNUAL CONTRACT FOR HVAC PREVENTATIVE MAINTENANCE SERVICES THROUGH FEBRUARY 28, 2026, WITH 1st MECHANICAL SERVICES, INC., (COLUMBUS, GA). THE CITY SPENDS APPROXIMATELY \$1,230,000.00 ANNUALLY FOR HVAC MAINTENANCE AND REPAIRS.

WHEREAS, Per Resolution No. 438-18, Council authorized a five-year contract with 1st Mechanical Services, Inc., (Columbus, GA) to provide HVAC Maintenance and repairs. The initial contract expired. Therefore, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. The Facilities Maintenance Department has requested an additional extension while the new bid is advertised for the next contract. Council approval is required for contract extensions beyond one year.

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

That the Mayor and/or his designee is hereby authorized to extend the annual contract for HVAC Preventative Maintenance Services through February 28, 2026, with 1st Mechanical Services, INC., (Columbus, GA, to provide HVAC Maintenance. The City spends approximately \$1,230,000.00 annually for HVAC Maintenance. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance. – Parks & Recreation. and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Public Safety and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Gen. Gov’t; 0101-265-3000-OMNT-6527 and 0101-265-3000-OMNT-6528 and 0101 – 265 – 3000 – OMNT - 6529.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2025 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

B.H. “Skip” Henderson III, Mayor

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Contract Extension for HVAC Preventative Maintenance Services (Annual Contract) – RFB No. 19-0014
INITIATED BY:	Finance Department

It is requested that Council authorize the extension of the annual contract for HVAC Preventative Maintenance Services through February 28, 2026, with 1st Mechanical Services, Inc., (Columbus, GA). The City spends approximately \$1,230,000.00 annually for HVAC maintenance and repairs.

Per Resolution No. 438-18, Council authorized a five-year contract with 1st Mechanical Services, Inc., (Columbus, GA) to provide HVAC Maintenance and repairs. The initial contract expired. Therefore, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. The Facilities Maintenance Department has requested an additional extension while the new bid is advertised for the next contract. Council approval is required for contract extensions beyond one year.

Funds are budgeted each fiscal year for this ongoing expense: General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance. – Parks & Recreation and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Public Safety and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Gen. Gov't; 0101-265-3000-OMNT-6527 and 0101-265-3000-OMNT-6528 and 0101 – 265 – 3000 – OMNT - 6529.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF THE ANNUAL CONTRACT FOR HVAC PREVENTATIVE MAINTENANCE SERVICES THROUGH FEBRUARY 28, 2026, WITH 1ST MECHANICAL SERVICES, INC., (COLUMBUS, GA). THE CITY SPENDS APPROXIMATELY \$1,230,000.00 ANNUALLY FOR HVAC MAINTENANCE AND REPAIRS.

WHEREAS, Per Resolution No. 438-18, Council authorized a five-year contract with 1st Mechanical Services, Inc., (Columbus, GA) to provide HVAC Maintenance and repairs. The initial contract expired. Therefore, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. The Facilities Maintenance Department has requested an additional extension while the new bid is advertised for the next contract. Council approval is required for contract extensions beyond one year.

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

That the Mayor, the Deputy City Manager, and/or his/her designee is hereby authorized to extend the annual contract for HVAC Preventative Maintenance Services through February 28, 2026, with 1st Mechanical Services, INC., (Columbus, GA, to provide HVAC Maintenance. The City spends approximately \$1,230,000.00 annually for HVAC Maintenance. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance. – Parks & Recreation. and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Public Safety and General Fund – Facilities Maintenance – Other Maintenance/Repairs – Building Maintenance – Gen. Gov’t; 0101-265-3000-OMNT-6527 and 0101-265-3000-OMNT-6528 and 0101 – 265 – 3000 – OMNT - 6529.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2025 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____
- Councilor Anker voting _____
- Councilor Chambers voting _____
- Councilor Cogle voting _____
- Councilor Crabb voting _____
- Councilor Davis voting _____
- Councilor Garrett voting _____
- Councilor Hickey voting _____
- Councilor Huff voting _____
- Councilor Tucker voting _____

Lindsey G. McLemore, Clerk of Council

B.H. “Skip” Henderson III, Mayor

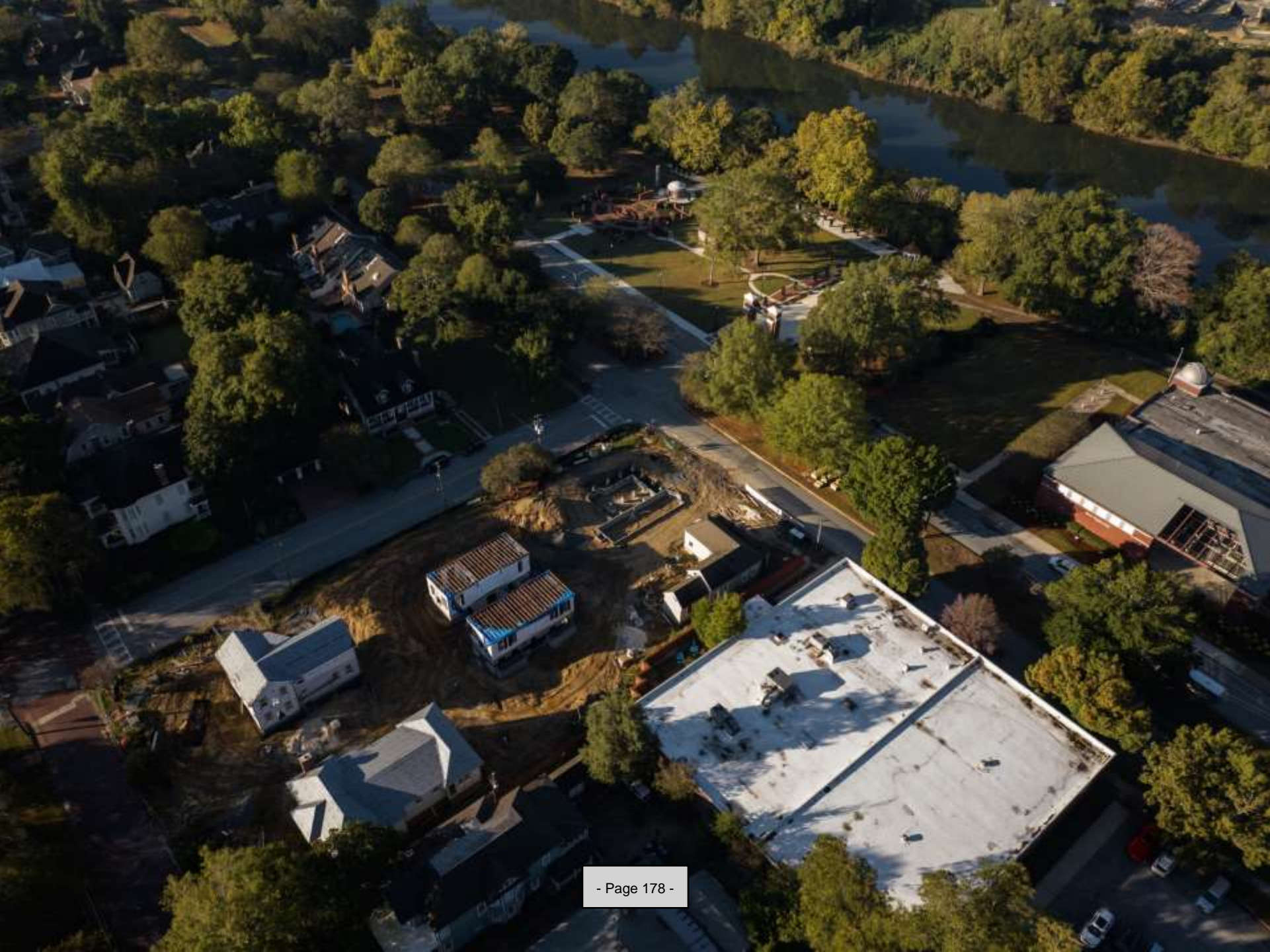
File Attachments for Item:

A. Heritage Park Update – Elizabeth Walden, Historic Columbus



Heritage Park/Chattahoochee Promenade Update

November, 2025



















Item #A.



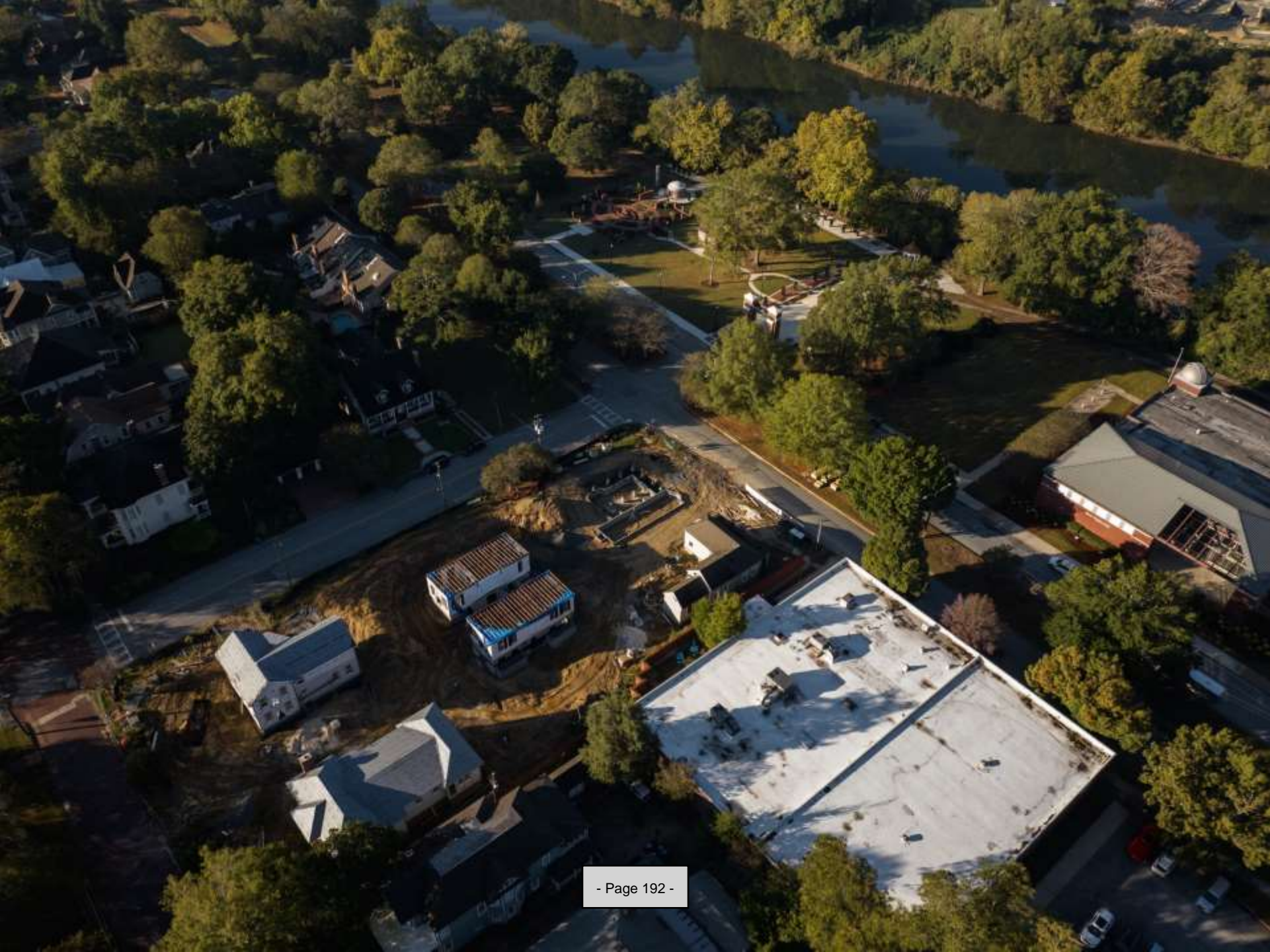
Item #A.













Heritage Park/Chattahoochee Promenade Update

November, 2025

File Attachments for Item:

B. Solicitor Update – Shevon Thomas, Solicitor General



Assistant Solicitor General - G127

Salary ⓘ

\$62,439.81 Annually

Location ⓘ

Columbus, GA

Job Type

Full-Time Regular

Job Number

2025-00000270

Department

State Court

Division

State Court Solicitor

Opening Date

07/16/2025

Closing Date

Continuous



Preferred Qualifications: Juris Doctorate. Must possess and maintain valid membership in good standing in the State Bar of Georgia Association, the Court of Appeals of the State of Georgia, and the Supreme Court of the State of Georgia. Hours are for Monday – Friday from 8:00 a.m. to 5:00 p.m. Must possess and maintain a valid Georgia driver's license.

Salary Range: MINIMUM SALARY: \$83,186.41

Contact Number: [770-473-5811](tel:770-473-5811)

Submit resume and cover letter to:

Email:

KYDRA.FINN@CLAYTONCOUNTYGA.GOV



Preferred Qualifications: Experience representing the State throughout the appellate process including; researching issues to be appealed, preparing and filing briefs and appearing in front of the Court of Appeals and/or Georgia Supreme Court. Admission to the Court of Appeals and Supreme Court.

Forsyth County is an equal employment opportunity employer.

Salary Range: \$74,834 – \$99,155



Preferred Qualifications: A Juris Doctorate is required. An ASG must be a member in good standing with the Georgia Bar. Prosecution experience is preferred but not required. Candidate should be able to pass a criminal background check.

Salary Range: Commensurate with experience.

Contact Number: [\(706\) 821-1687](tel:(706)821-1687)

Submit resume and cover letter to:

Email: cmccord@augustaga.gov



Preferred Qualifications: • **Jury trial experience.**

- Bench trial experience.
- Motions practice experience.
- Experience and proven track record of community service involvement.

The Cobb County Solicitor General's Office is an equal employment opportunity employer and in compliance with the American with Disabilities Act, will provide reasonable accommodations to qualified individuals with disabilities.



Salary Range: Commensurate with Experience

Contact Number: [770-528-8554](tel:770-528-8554)

Submit resume and cover letter to:


Email: young.tae@cobbcounty.org



**CURRENT OPEN CASES
AS OF JANUARY 1, 2025**

	OPEN	FILED CASES	DISPOSED OF
Serious Traffic	3,514	908	920
Non-Traffic Misdemeanor	8,795	1754	2103
Other Traffic	4,503	1250	1382
TOTAL	16,812	3,912	4,427

All state-paid ADA's receive a \$7,500 supplement and below is the pay scale and supplement for county paid ADA's .

Proposed for FY26 New Pay Grades	Proposed for FY26 Minimum	Supplement	Proposed for FY26 Minimum	Public Defender Current
ADA I - Grade 126/Step 22	 \$72,594.64	N/A	\$72,594.64	\$72,000
ADA II - Grade 127/Step 29	\$82,501.15	N/A	\$82,501.15	\$82,000
ADA III - Grade 128/Step 28	\$87,402.21	\$5,000.00	\$92,402.21	\$92,000
ADA IV - Grade 129/Step 32	\$97,317.67	\$5,000.00	\$102,317.67	\$102,000



SOLICITOR GENERAL- SHEVON SUTCLIFFE THOMAS

CECELIA HAILES
Chief

RHONDA DIAL
Dir. & Assist to SG

Current staff 19
6 Attorneys & SG
4 Admin
1 Paralegal
4 Advocates 1 Intern
4 Investigators

Vacancy/ Advertising
1 Attorney
1 Investigator
1 Dep Clerk 1

MAY 2025 REQUEST

1 approved
1 approved
1 approved

****REQUESTING 2 ADDITIONAL ATTORNEYS****

REQUESTING 2 EA PARALEGALS

*** REQUESTING 3 EX ADDITIONAL ADVOCATES***

*** REQUESTING EA 2 ADDITIONAL INVESTIGATOR***

*** REQUESTING EA 1 ADDITIONAL ADMIN/CLERK***

File Attachments for Item:

C. Landfill Update - Drale Short, Director, Public Works

INTEGRATED WASTE DIVISION

LANDFILL UPDATE

PINEGROVE

Item #C.

Presented By: Drale Short,
Director
November 4, 2025

PINEGROVE MSW LANDFILL UPDATE

- PINEGROVE – FACTS
- PINEGROVE – HISTORY
- PINEGROVE – LIFE EXPECTANCY
- PHASE 5 CONSTRUCTION
- ESTIMATED CONSTRUCTION COST
- GEFA LOAN
- RECOMMENDATION/REQUEST
- THE COLUMBUS GROUP

PINEGROVE
MSW
LANDFILL

7900
PINEGROVE
WAY

342 ACRES OF LAND

Item #C.

DESIGNED WITH SIX
PHASES

PHASE 1-3 ARE
COMPLETE

PHASE 4 IS ACTIVE WITH
THE APPROVAL OF
VEHICLE EXPANSION
ESTIMATED COMPLETION IS
JANUARY 2035

HISTORY
OF
PINEGROVE
MSW
LANDFILL

Operation - Phase 1
- 1999

Operation - Phase 2
- 2003

Operation - Phase 3
- 2006

Operation - Phase 4
-2013

Estimated Closure
Phase 4 w/Vertical
Expansion January 2035

PINEGROVE
LANDFILL
LIFE
EXPECTANC
Y

PHASE 1-3 CLOSED

PHASE 4 CAPACITY TIMELINE -
JANUARY 2026

PHASE 4 CAPACITY TIMELINE
w/VERTICAL EXPANSION - OCTOBER
2035

PHASE 5 CAPACITY TIMELINE ONCE
CONSTRUCTED - 2045

VERTICLE EXPANSION AND PHASE 5A-E
& 6 ALL CONSTRUCTED - 2062

PINEGROVE
LANDFILL
Phase 5
Construction

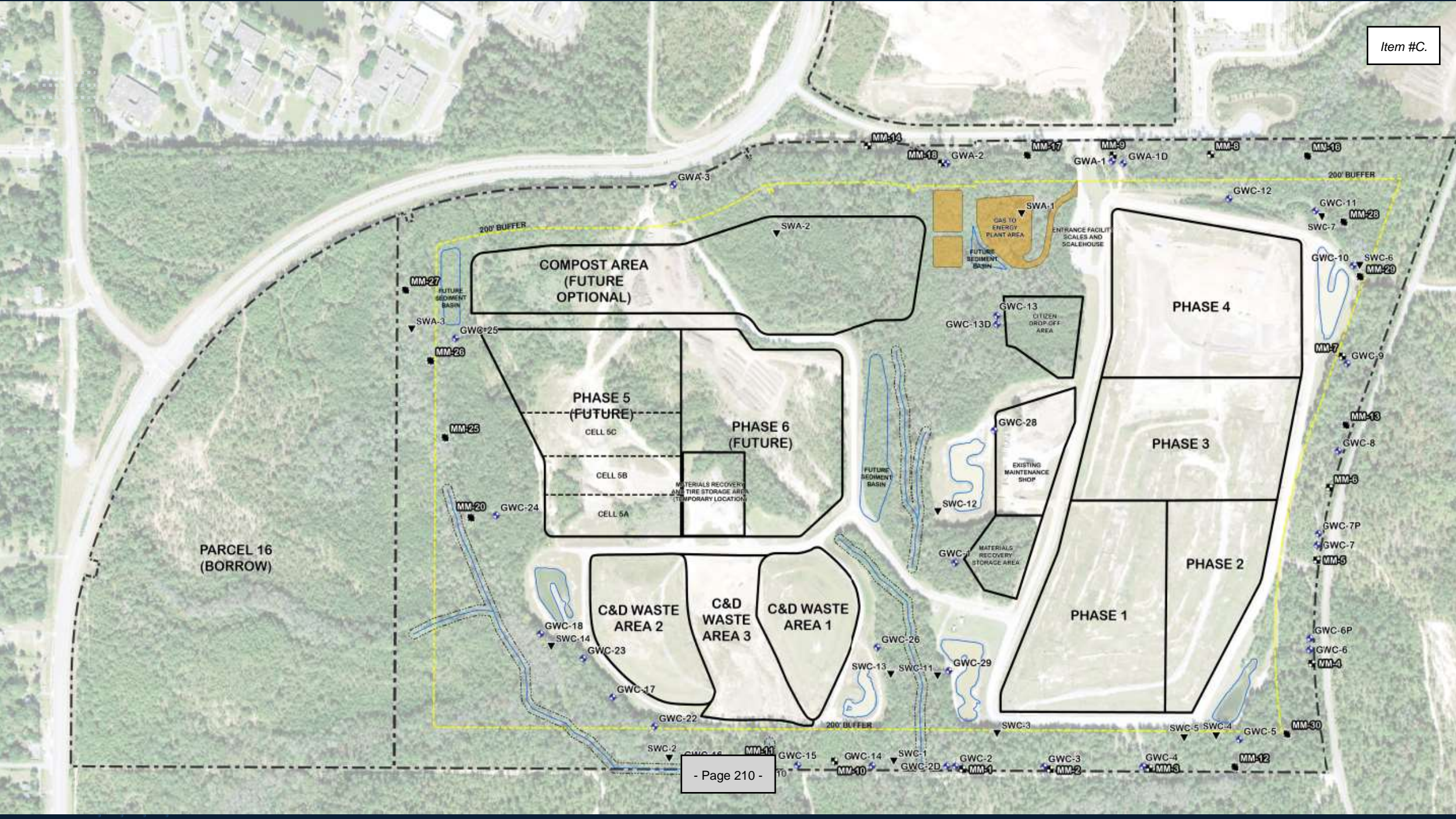
CONSTRUCTION
DOCUMENTS/SPECIFICATIONS RECEIVED
FROM ATLC.

CONSTRUCTION DOCUMENTS &
SPECIFICATIONS APPROVED BY OUR
ENGINEERING DEPT.

PURCHASING IS ACTIVELY DOING
SPECIFICATION PREPARATION FOR THE
ADVERTISEMENT.

ALL BID SUBMISSIONS ARE DUE ONE 1
WEEK AFTER THE ADVERTISEMENT ENDS.

AWARD OF CONTRACT



PINEGROVE MSW LANDFILL PHASE 5A, 5B & AD ALTERNATE 5C



Council Approval

Complete Bid
Process

Notice to Proceed
Construction of
Phase 5A/B

7 Months After

Award



Council Approval

Construction Funds

AD ALTERNATE PHASE
5C

3 Additional Months
of Construction

ATLANTIC COAST CONSULTANTS, INC.

Item #C.

LANDFILL ENGINEERING FIRM

ESTIMATED CONSTRUCTION COST
CELL 5A-5B = \$7.5M



ESTIMATED CONSTRUCTION
COST AD-ALTERNATE CELL 5C
= \$1.6M



TOTAL ESTIMATED
CONSTRUCTION COST 5A-5B &
5C = \$9.1M

GEFA LOAN (Georgia Environmental Financial Assistance)

GEFA APPLICATION SUBMITTED ON SEPT. 2, 2025/BOARD NOV. 2025 REQUESTED GEFA LOAN AMOUNT: \$7.85M

CURRENT ESTIMATED COSTS: \$9.1M

MAX AVAILABLE VIA GEFA LOAN: \$5.88M*

CURRENT GENERAL FUND SUBSIDY: \$1.32M

ESTIMATED FUNDING DIFFERENTIAL = \$1.9M (\$9.1M - \$5.88M - \$1.32M)

*Preliminary Notice of Award Amount
If Approved

GEFA LOAN TERMS (Georgia Environmental Financial Assistance)

15 YEAR AMORIZATION PERIOD

INTEREST NOT TO EXCEED 4.5%

ESTIMATED ANNUAL DEBT SERVICE: \$457K



THE LANDFILL GROUP

- Methane Gas Extraction & Energy Facility
- Construction started – September 2025
- Commercial operation of this gas facility is targeted for late first quarter of 2026.



THE LANDFILL GROUP

- Contractors:
 - Advance One Development – General Contractors
 - Columbus Concrete – Foundations
 - Smith & Gray Inc. – Underground Conduit
 - Building & Earth – Geotechnical
 - Bon & Meeks – Surveyors

THE LANDFILL

- **GROUP** ~~Underground~~ utilities and foundation work are currently underway, with concrete, electrical, and mechanical contractors active on site.
- Over the next several weeks, underground conduit and foundation pours in preparation for equipment setting
- Major process skids and supporting components are scheduled for delivery by January
- Liberty Utilities is coordinating to install its pipeline interconnect and delivery equipment before the end of the year.
- Project remains on a shifted schedule, with operations targeted

QUESTIONS?



File Attachments for Item:

D. City Hall Update - Ryan Pruett, Director, Building Inspections and Code Enforcement



COLUMBUS CITY HALL

COLUMBUS CITY HALL UPDATE

City Council Meeting

11-04-2025



Executive Building



Item #D.

Development Resource Center



Broadway South Building



Human Resources Building

Upcoming Relocations

- November 2025 Relocations
 - Mayor's Office – 5th Floor, Executive Building
 - City Manager's Office – 4th Floor, Executive Building
 - Includes both Deputy City Manager's Office
 - City Attorney's Office – 3rd Floor, Executive Building
 - Clerk of Council's Office – 2nd Floor, Executive Building
 - Keep Columbus Beautiful – Basement, Executive Building

12TH STREET

B
R
O
A
D
W
A
Y



Red – Public
Entrances
Green – Employee
Entrance Only



PARKING GARAGE



Item #D.









Upcoming Relocations

- December 2025 Relocations
 - Engineering Department, Inspections & Code Department, Planning Department, Community Reinvestment Department - 3rd Floor Development Resource Center
- 2026 Relocations
 - Finance Department-Revenue Division – 1st Floor Executive Building

QUESTIONS

File Attachments for Item:

November 5, 2025

Plumbing and Irrigation Supplies (Annual Contract) – RFB No. 26-0002

Scope of Bid

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

November 14, 2025

Construction Manager as General Contractor Services for Public Safety Building – RFP No. 26-0016

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage for Construction Manager as General Contractor (GC) services to construct renovations to the existing Public Safety Building located at 510 10th Street. The renovations will consist of mechanical, electrical, plumbing system upgrades, interior alterations, interior finish upgrades, and exterior shell maintenance and replacement. The estimated construction budget for this project is \$4,500,000.

The selected vendor will be responsible for providing preconstruction services to assist the City and the design team with review and selection of the final scope of work to accommodate the funds available. Following finalization of the scope of work, the vendor will serve as the GC to construct the improvements.

Course Instructors for the HR Department/The Learning Center (Annual Contract) – RFP No. 26-0015

Scope of RFP

The Department of HR/The Learning Center is seeking multiple contractors to provide instructors in various training modules to employees interested in growing and developing their

skills within the Columbus Consolidated Government. Training will be conducted on an 'as needed' basis.

November 19, 2025

Dragonfly Trail – Midtown Connector Phase I - RFB No. 26-0003

Scope of Bid

This project consists of constructing a connection from the existing trail at the intersection of Warren Road and Wynnton Road following Bradley Street and Warren Williams Road to Dinglewood Park. The trail also travels through Dinglewood Park to the intersection of 18th Avenue and 13th Street. The project is within the City of Columbus property and public right of way. The project length is approximately 4,956 LF and includes a 10' wide concrete trail, landscape improvements, stormwater improvements, and trail amenities. Additional work associated with the project includes minor demolition and clearing, erosion control, grading, and signage.

**Columbus Consolidated Government
Bid Advertisement - Agenda Item**

November 5, 2025

1. Plumbing and Irrigation Supplies (Annual Contract) – RFB No. 26-0002

Scope of Bid

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

November 14, 2025

1. Construction Manager as General Contractor Services for Public Safety Building – RFP No. 26-0016

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage for Construction Manager as General Contractor (GC) services to construct renovations to the existing Public Safety Building located at 510 10th Street. The renovations will consist of mechanical, electrical, plumbing system upgrades, interior alterations, interior finish upgrades, and exterior shell maintenance and replacement. The estimated construction budget for this project is \$4,500,000.

The selected vendor will be responsible for providing preconstruction services to assist the City and the design team with review and selection of the final scope of work to accommodate the funds available. Following finalization of the scope of work, the vendor will serve as the GC to construct the improvements.

2. Course Instructors for the HR Department/The Learning Center (Annual Contact) – RFP No. 26-0015

Scope of RFP

The Department of HR/The Learning Center is seeking multiple contractors to provide instructors in various training modules to employees interested in growing and developing their skills within the Columbus Consolidated Government. Training will be conducted on an ‘as needed’ basis.

November 19, 2025

1. Dragonfly Trail – Midtown Connector Phase I - RFB No. 26-0003

Scope of Bid

This project consists of constructing a connection from the existing trail at the intersection of Warren Road and Wynnton Road following Bradley Street and Warren Williams Road to Dinglewood Park. The trail also travels through Dinglewood Park to the intersection of 18th Avenue and 13th Street. The project is within the City of Columbus property and public right of way. The project length is approximately 4,956 LF and includes a 10’ wide

concrete trail, landscape improvements, stormwater improvements, and trail amenities. Additional work associated with the project includes minor demolition and clearing, erosion control, grading, and signage.

File Attachments for Item:

1. Minutes of the following boards:

Animal Control Advisory Board, 04-10-2025

Animal Control Advisory Board, 08-28-2025

Animal Control Advisory Board, 09-11-2025

Animal Control Advisory Board, 09-25-2025

Animal Control Advisory Board, 10-09-2025

Animal Services Board Meeting

Board Meeting Minutes

Date: 04/10/2025

Time: 3:00 PM - 4:05 PM

Location: Columbus Library Synovus Room "A"

Facilitator: Ethelyn Riley

Note taker: _____

ATTENDEES

Ethelyn Riley (Chair)
 Karen Gaskins (Co-Chair)
 Channon Emery (Recording Secretary)
 Courtney Pierce (Executive Director Paws & Paws animal services)
 Anna-Claire Daniels (Citizen, Animal SOS)
 Matt Gilbert (Citizen, Animal Trainer)
 Kirven Boyce (Citizen)
 Donna McGinnis (Citizen, Internal Auditor)
 Danielle Saunders (Citizen, Georgia Department of Public Health)

ABSENT

None

UNFINISHED BUSINESS

Item #1: Updated Ordinances

Details: 1st reading was completed by city council 04-09-2025 2nd reading will resume 04-22-2025

Final Reading will be completed 05-06-2025

NEW BUSINESS

Item #1: Transition Update

Details: Courtney Pierce: Transitioning for the new building has not been taken lightly, the community's help is key along with rescue partnering to help move dogs to safety.

As of April 14th, 2025, full staff has been accomplished; Animal Service Officers are always needed.

Improvements to the building have and will continue to be underway until complete improvements such as Baffling on the ceiling providing sound absorption, new Kennel doors providing safety for the animals as well as the community, new fencing providing play areas, private areas to meet with the animals.

Item #2: SOP's

Details: Paws Animal Service Divisions will mirror Paws Humane SOP'S already in place with a few adjustments to accommodate the needs.

They provide high-volume and high-quality spay/neuter, rescue and adoption services. They provide quality care for the entirety of their stay with no time limit.

Item #3: New Business Hours

Details: Address: 4900 Milgen Rd, Columbus, GA 31907
Phone:(706)565-0035
Office Hours:
Sunday 1-5 PM
Monday 10AM-7 PM
Tuesday 10 AM-7 PM
Wednesday 10 AM-7 PM
Thursday 10 AM-7 PM
Friday 10 AM-5 PM
Saturday 10 AM-5 PM

Item #4: Emergency Calls for Animal Services

Details: Emergencies due to high volume has to serve as a call to call basis. Placement for space continues to be an issue.
Emergency Officer Hours: 7AM to 12AM
After Hours Emergency Call Hours: 12AM to 7AM

Item #5: Rescue Partners

Details: Paws Humane is actively looking to partner with local and out of state rescues to bring safety to the animals, fully vaccinated, spay & neuter, microchipped, transport available.

Item #6: Citizens' Questions and Concerns

Details: Allie Johnson: Will there be live televised opportunity to those who cannot attend a meeting?
Ethelyn Riley answered: It is not required where the board is no longer a governed entity. The board will, however, continue to work alongside City Council for guidance.

Mimi Stegar: Inquired about a 5-year plan opportunity as outlined with Dekalb County? Courtney Pierce answered: The structures on a 5-year plan have been in place and will continue to be followed.

Item #7: Rescue & Reunite

Details: Strays will be checked for chips in the field; if found to be chipped contact will be made. Attempts will be made by checking with neighborhood to find the animals home before entering Paws Animal Division. Citizens can check and file a Lost/Found report on Paws Website.
Local Fire Stations are equipped to scan for a microchip along with Paws Humane or any local vet office.

Item #8: Volunteers & Community Help

Details: Volunteers along with the Community are the key to any animal finding a foster, adoptive home, and or rescue. Get involved, apply to foster, find your new best friend on Paws website. Dogs love interaction along with daily walks help be their lifeline.
Join playgroups, take pictures, and video of interactions to help place them in good homes.

Minutes submitted by: Channon Emery

Signature: _____ **Date:** 04/22/2025

Minutes approved by: Ethelyn W Riley_____

Signature: *Ethelyn W Riley* **Date:** _____

***Animal Services Advisory Board Meeting -ASAB**

***Date: 8/28/25**

***Board Members Present:** Ethelyn Riley, Courtney Pierce (Director of Paws Humane Inc.-non-voting member), Donna McGinnis Internal Auditor for CCG, Danielle Saunders (Columbus Dept of Public Health-Manager- non-voting member) Karen Gaskins, Matt Gilbert, Kirven Boyce, Anna Claire Daniels

The Board worked on the Proposed Ordinance Changes- Chapter 5:

-Animals and Fowl

-Sections 5-4 to 5-6

Courtney mentioned to set up a future Workshop to further discuss details for Sections 4, 5, and 6.

Section 5-4: Funding

(a) No Issue

(b) Courtney will prepare a budget- not sure if the Advisory Board needs to approve it (?).

Courtney said this needs to be “visited” because it needs new words to reflect the “path”. Paws Humane, Inc. operates on a calendar year, and the city operates on a fiscal year.

***Section 5-5: Definitions**

(1) Owner: Change this twice in the definition: “having a long-term custody” to this finite term: “having a **30-day** custody”.

- o There’s confusion as to whether or not a person that brings in a stray animal to Paws is the owner? Courtney answered by explaining that the person is a “friendly finder”, and that person is never an owner unless the person wants to adopt.

(2) Private/Hobby Kennel:

No Issue

(3) Commercial Kennel:

No Issue

(4) Fences:

No Issue

(5) He/Him:

No Issue

(6) Dangerous Dog:

No Issue

(7) Vicious Dog:

No Issue

(8) Proper Enclosure:

No Issue

(9) One-stop Rabies

Vaccination:

Change the words “chief of the animal control” to “Director of Animal Services”

(10) Change #10 to 9(a):

Annual Pet Registration (definition) -No Issue

(11) Change #11 to 9(b):

Anniversary Registration (definition) -No Issue

(12) Change #12 to 9(c):

Three-year Registration (definition) -No Issue

(13) Change #13 to #10:

No Issue

(14) Change #14 to #11:

No Issue

- (15) Change #15 to #12:
Change “animal control enforcement officers” to “Animal Services Enforcement Officers”
- (16) Change #16 to #13:
No Issue
- (17) Change #17 to #14:
Take out the words “which are normally propagated and fattened for the table” and add the words “such as”
- (19) Change #18 to #15:
No Issue
- (19) Change #19 to #16:
Change the words “Dog control officer” to “Animal Services Officer”.
Change the words “the senior animal control” to “an”.
- (20) Change #20 to #17:
No Issue
- (21) Change #21 to #18:
No Issue
- (22;23) Combine #22 and #23 and change it to #19:
Add the “is” before “free-roaming”.
Take out the words “and appearing unsocialized”.
Take out the words “means a feral cat”.
- (24) Change #24 to #19(a).
No Issue
- (25) Change #25 to #19(b).
No Issue
- (26) Change #26 to #19(c).
No Issue
- (27) Change #27 to #20:
No Issue
- (28) Change #28 to #21:
No Issue

***Section 5-6: Enforcement**

No Issues for (a), (b), (c), (d), (e), (f).

There was discussion: Karen suggested to Courtney that the PAWS Animal Services Officers implement a “Permission Form”/“Consent to Search” Form to be signed by the person living on private property before the actual search begins.

We will need to revisit this discussion.

(h) Authority to shoot animals: No Issue

(i): Killing of animals prohibited: No Issue

Courtney said Paws now has 2 full-time Veterinarians and 3 part-time Veterinarians.

Karen proposed to Courtney to have a Lieutenant meet with an ASO Officer to discuss cases and documents so there is open communication. Ex.: animal cruelty cases

Karen said if an ASO Officer is starting an investigation, he needs documentation.

Courtney said she wants to set up Quarterly Classes/Training and bring in CPD Officers to meet with ASO Officers. Courtney said she covers a lot of knowledge/ information in her ASO Officers

Training. Karen told Courtney that Ga. state laws have changed in July so it's a good time to update the training.

Anna Claire discussed puppies being born at home with the owner not having a license. She mentioned the different warnings and money fines.

Some women who came to this meeting discussed that they were confused and thought this meeting was going to address the ongoing crisis that Paws has of the overload of animals in the facility.

One woman mentioned that she wants a Task Force to enforce spay/neutering.

Ethelyn told her to speak at City Council and to get in touch with the City Clerk to get on the agenda.

***Our next meeting will be on Thursday, Sept. 11th - 4:00pm- at the Columbus Library. We will discuss Sections 5-7 through 5-11.**

Minutes submitted by: Kirven Boyce

Minutes approved by: Ethelyn W Riley_____

Signature: *Ethelyn W Riley* **_Date:** _____

***Board Members Present:** Ethelyn Riley, Courtney Pierce (Director of Paws Humane Inc.-non-voting member), Donna McGinnis Internal Auditor for CCG, Danielle Saunders (Columbus Dept of Public Health-Manager- non-voting member) Karen Gaskins, Matt Gilbert, Kirven Boyce, Anna Claire Daniels

The Board worked on the Proposed Ordinance Changes- Chapter 5:

-Animals and Fowl

-Sections 5-4 to 5-6

The board met to work on vocabulary and definitions in the Columbus Georgia Municode Chapter 5: Sections 4,5 and 6

This is an ongoing effort to reflect the current organization of the Former Columbus Animal Care and Control, Now Paws Animal Services Division.

Animal Services Advisory Board Meeting -ASAB

*Date: 9/11/25

***Board Members Present:** Ethelyn Riley (Chair),
Donna McGinnis Internal Auditor for CCG- voting member),
Karen Gaskins, Matt Gilbert, Kirven Boyce

Discussion:

Donna McGinnis shared that she is scanning records from the files to get all information organized.

Matt Gilbert said that the “5 Freedoms” fall under “Animal Cruelty” so we don’t need to include it.

The Board worked on the Proposed Ordinance Changes- Chapter 5:

Article II: Domesticated Animals **-Sections 5.7, 5-7.1, 5-7.2**

***Section 5-7.1: Outdoor Facilities**

- (a) No Issue
- (b) (1)-No Issue
 - (2)-No Issue
 - (3)-No Issue
 - (4)-No Issue
 - (5)-Delete “with no missing boards, jagged edges or excessive rust;”
 - (6)-Change the word “weekly” to “regularly”
 - (7)-No Issue
 - (8)-No Issue
 - (9)-No Issue
- (c)-Add the word “regularly” to “shall be kept regularly cleaned”; Delete the words “trash and” to read “and all other waste”.

***Section 5-7.2: Restraint:**

- (a) No Issue
- (b) Change the words “at large” to “unattended”.
 - (b) (1)-No Issue
 - (2) Delete all of #2
 - (3) Delete all of #3
 - (4) - Is now #2: No issue
- (c) Change the words “an animal” to “a dog” and change the words “except when” to “unless”
 - (c) (1) Delete all of #1
 - (2) Is now #1: Change the word “animal” to “dog”
 - (3) Is now #2: Change the word “animal” to “dog”
 - (4) Is now #3: Change “Any tethering device used to tether an animal” to “The 3-point pulley system”; change the words “ cross over” to “leave”.

(5) Is now #4: Delete the words “which cannot be chewed by the animal and shall not weigh more than five percent of the body weight of the animal. Add the words “and attached to the dog”.

Now it should read “Tethers must be made of commercial approved leash or tethering material and attached to the dog. Ropes and chains are not considered appropriate tethering material”.

— (6) Delete all of #6

(7) Delete all of #7

(8) Is now #5: Change all of it to now read “The dog must wear a properly fitted harness or collar with enough room between the collar. The dog should have access to food, water, and shelter. The dog has to be at least 8 months of age, not sick or injured”.

— (9) Is now #6: Change the word “animals” to “dogs”

(10) Is now #7: Change the word “animal” to “dog”

(11) Delete all of #11

(12) Delete all of #12

(13) Is now #8: Change “Animals transported in the rear of open trucks” to “Dogs transported in the open bed of a pickup truck must be securely contained in an appropriate crate or carrier”.

Minutes submitted by: Kirven Boyce

Minutes approved by: Ethelyn W Riley_____

Signature: *Ethelyn W Riley* **_Date:** _____

SUMMARY ASAB BOARD MEETING 9-11-2025

Animal Services Advisory Board Meeting -ASAB

***Date: 9/11/25**

***Board Members Present:** Ethelyn Riley (Chair),
Donna McGinnis Internal Auditor for CCG),
Karen Gaskins, Matt Gilbert, Kirven Boyce

Discussion:

Donna McGinnis shared that she is scanning records from the files to get all information organized.

Matt Gilbert said that the “5 Freedoms” fall under “Animal Cruelty” so we don’t need to include it.

The Board worked on the Proposed Ordinance Changes- Chapter 5: Sections 5-7 and 5-8

***Board Members Present:** Ethelyn Riley (Chair),

Donna McGinnis (Internal Auditor for CCG- non-voting member),

Courtney Pearce (Director of Paws, Inc.-non-voting member), Danielle Saunders, Matt Gilbert, Kirven Boyce

*Absent: Karen Gaskins (Asst. Chair), Anna Claire Daniels

***Discussion:**

Courtney-She knows/contacted Sherry, a lawyer of the UGA School of Law Law Department about a grant-funded workshop training for Paws Officers and the CPD (Columbus Police Department). It will be an "invite only" to the public, and stakeholders can come. It will involve interpreting forensics and annual related laws. Courtney emailed COD Chief Stoney Mathis, and a date has not been set up yet. It could be the 15-16 October or potentially November. We will wait to hear back from Courtney on the date. In addition, Courtney said that the first bit of our updates Ordinances is fine, but she does know someone (a lawyer) who can professionally go over it - especially the "animal cruelty" Ordinances sections.

Donna-Talked about the grant-funded workshop/training and said that it being grant-funded, adds a lot of merit to it. She said it will benefit the CPD and Paws Officers, and it will be good.

***Announcement:**

The next meeting will be Thursday, October 9th, 3:00pm, at the Columbus Library- Synovus Room A.

The Board worked on the Proposed Ordinance Changes- Chapter 5:

***Section 5-8: Rabies Vaccination**

(a) No Issue

(b) No Issue

(c) No Issue

(d) No Issue

(e) (1): Delete "and furnished to each veterinarian or veterinary clinic by the Columbus Animal Services Division.

(e) (2): Delete all.

(f) (1): Add to the beginning: "**Cats and**" dogs.

Add "cat or dog" to: "The rabies vaccination tag issued for a "**cat or dog**"shall be attached..."

(f) (1) (a) No Issue

(1) (b) No Issue

(1) (c) No Issue

Minutes submitted by: Kirven Boyce

Minutes approved by: Ethelyn W Riley_____

Signature: *Ethelyn W Riley* **_Date:** _____

ASAB Advisory Board Meeting – Summary of Minutes Date: 9/25/25

The board decided to accept the offer of the UGA Law Department to provide workshop training for Paws Officers and the CPD (Columbus Police Department). It will be an "invite only" to the public, and stakeholders can come.

Chapter 5, Section 8 of ordinances was discussed. Few changes were recommended. The board also decided to allow an attorney to review our proposed Ordinance changes and ascertain they are within the Georgia State Laws.

Animal Services Advisory Board Meeting -ASAB**Date: 10/9/25*****Board Members Present:** Ethelyn Riley (Chair),

Karen Gaskins (Asst. Chair),

Courtney Pearce (Director of Paws, Inc.-non-voting member), Anna-Claire Daniels, Kirven Boyce

Absent:** Donna McGinnis, Matt Gilbert, Danielle SaundersDiscussion:**

Ethelyn announced that Dr. Jo Brown, Veterinarian at Uptown Veterinary Clinic, has been approved by the City Council to join the ASAB Board. After she is sworn in by the mayor, she will sit with the Board members at the meetings.

Courtney believes we should not look at/review the Ordinances document piece by piece because she doesn't think the whole document needs to be reworded. She knows a lawyer who specializes in reading over the Ordinances, who can update them to 2025.

The next topic of discussion concerned a resident of Bradenton, Florida, who has been in constant communication with Courtney and the ASAB Board. This person has asked the Board to form a Task Force to work to solve the "spacing overload of animals" situation. Courtney explained that Paws does internally look at data and it does have a transport system. Ethelyn said that she has tried to explain to this person numerous times that the Board cannot function as a Task Force. The Florida resident is constantly in touch with the Board asking them to do things that are not within its mandate. Ethelyn said the Board is keenly aware of the overcrowding issues and is working tirelessly to resolve those issues. The well-being of the animals in our care is our priority! She believes it is possible that this person does not understand the Columbus, Georgia Ordinances, and what we are designated to do. The Board has tried to explain these ordinances to her, but she doesn't seem to understand.

Karen said that the Board has done everything possible to explain all these points to this person. Ethelyn also added that there's not a solution for the "spacing overload" until people follow the laws to spay and neuter. Ethelyn said that if concerned advocates want a Task Force, then they should feel free to do so. Karen said that a Task Force could identify specific problems, research, Think Tank, and come up with a plan.

Courtney stated that the University of Florida gathered data about the effects of COVID, and it undid many years of progress. Courtney is interested in public opinion because the public is Paws Inc.'s Stakeholders. Becky Carter said that we don't need a Task Force to duplicate what Paws/Courtney is already doing. Karen said to tell people about Think Tanks.

An audience member suggested a solution for spay/neutering. He said to pay people \$10 to those people who can't afford the cost of spay/neuter. Courtney said Paws will help with the costs of spay/neutering. Paws will receive any money from a person who wants their animal to have spay/neutering. Courtney said that spay/neutering can't be mandated. She asked Karen to let her know of special circumstances who need services—so they are not "double -dipping". Courtney said that transportation is an issue. Paws is not set up for Emergency Care. She's discussed cases where people don't have the money during per/animal emergencies. Paws does have an "Outreach Program". Courtney is trying to fill in the gaps of the community, especially those with financial issues.

Dr. Jo addressed population issues. She said that all rescue organizations need to be on the same page. She wants all animals from rescues to be spayed/neutered BEFORE adopted out. Karen said that she could ask Carmen Rice (State Legislator) to try to pass this.

Courtney mentioned the voucher system and said that she knows people who take their animals from other towns outside of Muscogee County and bring them to Columbus to use the vouchers. She said the City Government gets \$10-12,000 yearly from Paws from the income from the city permit.

In discussing the Ordinances review and updating by the Board, Courtney offered to have a lawyer, who she knows who specializes in this, to read it and update it- to bring it up to 2025.

The "Roxanne and Bolo" Case- Paws can't keep them forever and has had them since January 2024.

Tethering: Courtney said to ask if there's a statute for it because we don't need to contradict state law. It's a very broad view of outside temperature requirements. Becky Carter said it needs to have a narrower range of temperature.

Karen said to make sure that Officer Training covers it and learns it and knows how to look out for it. Officer discretion based on their training. Courtney said it will come up multiple times, and also, we shouldn't tell people how many animals they can have. Ethelyn said there's not a time limit to tether. She discussed the use of the 3-Pulley System and said that a pulley/trolley system indicates movement. Karen said it's "iffy" to get the "Tether" part of the Ordinances to pass from City Council.

Courtney asked what are our top 3-5 issues to change in Columbus? The lawyer will give her recommendations.

Top issues:

- 1. Microchip (instead of City Permit): We want all animals microchipped. Ask her if it can be enforceable?
- 2. Overpopulation: What do we change in the Ordinances to help the overpopulation?
- 3. ????

("1 litter per household" is the City Ordinance.)

Dr. Jo said that whatever we do, it needs to match state law. There's a city fine for a 2nd litter during the year. There's a City Ordinance fine for those breeders. You need to have a Breeder Permit.

1st Offense-Need to microchip

2nd Offense-monetary fine

Karen is helping her Sears Woods subdivision neighbors with dog issues.

Anna-Claire asked how we can help those dogs find their owners?

Dr. Jo said that people get upset with overpopulation and ask, "Is Paws Humane going to euthanize for space?" Dr. Jo said that our response should be: "Well, how many times have you fostered dogs?"

Becky Carter said that we have educated the public that Rescues/Shelters can handle all problems.

Courtney said that the date has been set for Oct. 30th for the Animal Officers/CPD All-Day Class Training located in the COD's training room in the basement. There will be speakers for the training, some of the public will be invited and the PAWS Board of Directors.

Courtney said she will send the lawyer all the Ordinances we have worked on and will keep us posted.

Minutes submitted by: Kirven Boyce

Minutes approved by: Ethelyn W Riley_____

Signature: *Ethelyn W Riley* **Date:** _____

File Attachments for Item:

.

**Columbus Consolidated Government
Board Appointments – Action Requested**

BOARD APPOINTMENTS - ACTION REQUESTED

2. MAYOR’S APPOINTMENTS – ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. BUILDING AUTHORITY OF COLUMBUS:

Vacant

Term Expired: March 24, 2025

Open for Nominations
(Mayor’s Appointment)

Terms are two years. Meets as needed.

Women:	1
Senatorial District 15:	0
Senatorial District 29:	3
Vacancies:	2

B. HOUSING AUTHORITY OF COLUMBUS:

Tiffany N. Stacy (*Interested in serving*)

Eligible

Term Expires: November 16, 2025

Open for Nominations
(Mayor’s Appointment)

Ordinance No. 11-23 removes the two-term limit previously in place for board members.

The terms are five years; Resident Position serves a 1-year term. Meets monthly.

Women: 4

Senatorial District 15: 3

Senatorial District 29: 4

Vacancies: 0

C. PENSION FUND, EMPLOYEES’ BOARD OF TRUSTEES:

Vacant

Open for Nominations
(Mayor’s Appointment)

(Business Community)
Term Expires: June 30, 2026

The terms are four years. Meets monthly.

- Women:** 4
- Senatorial District 15:** 9
- Senatorial District 29:** 2
- Vacancies:** 1

3. COUNCIL APPOINTMENTS – READY FOR CONFIRMATION:

- A. PERSONNEL REVIEW BOARD:** Natalie N. McDowell was renominated to serve another term as Regular Member 5. *(Councilor Crabb’s nominee)* Term expires: December 31, 2027
- B. RECREATION ADVISORY BOARD:** Lawrence R. Stanford was renominated to serve another term in an At-Large Position. *(Councilors Crabb & Huff’s nominee)* Term expires: December 31, 2029
- C. RECREATION ADVISORY BOARD:** Lane Ogletree-Battle was renominated to serve another term in an At-Large Position. *(Councilors Crabb & Huff’s nominee)* Term expires: December 31, 2029
- D. RECREATION ADVISORY BOARD:** Rodney Lawrence was renominated to serve another term in a Senatorial District 15 seat. *(Councilors Crabb & Huff’s nominee)* Term expires: December 31, 2029
- E. RECREATION ADVISORY BOARD:** Brantley Pittman was renominated to serve another term in a Senatorial District 15 seat. *(Councilors Crabb & Huff’s nominee)* Term expires: December 31, 2029

4. APPOINTMENTS – CONFIRMED BY COUNCIL:

A. AIRPORT COMMISSION:

Art Guin
Eligible

Term Expires: December 31, 2025

**Airport Director has been contacted.*

Open for Nominations
(Commission’s Nominee/Confirmed by Council)

The Commission submits three (3) nominees for consideration, from which Council appoints one new member. Ordinance No. 11-23 removes the two-term limit previously in place for board members.

Terms are five years. Meets monthly.

Women: 1
Senatorial District 15: 3
Senatorial District 29: 2
Vacancies: 0

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

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

_____ Open for Nominations
Vacant (District 2 – Davis)
Term Expires: March 27, 2026

_____ Open for Nominations
Vacant (District 6 – Allen)
Term Expires: March 27, 2026

_____ Open for Nominations
Vacant (District 8 – Garrett)
Term Expires: March 27, 2026

The terms for the Mayor’s Appointments are three years and Council’s Appointments are two years. Meets quarterly.

Women: 4
Senatorial District 15: 7
Senatorial District 29: 1
Vacancies: 3

B. PUBLIC SAFETY ADVISORY COMMISSION:

Paul T. Berry, III

Eligible

Term Expires: October 31, 2025

****Not interested in serving another term.***

Open for Nominations
(District 5 – Crabb)

Scott Taft

Not Eligible

Term Expires: October 31, 2025

Open for Nominations
(District 9 – Anker)

The terms are three years. Meets monthly.

Women: 3

Senatorial District 15: 4

Senatorial District 29: 3

Vacancies: 0

C. YOUTH ADVISORY COUNCIL:

District 9 Nominee: _____

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

A. ANIMAL CONTROL ADVISORY BOARD:

Elizabeth Kirven Boyce

Eligible

Term Expired: October 15, 2025

Open for Nominations
Council’s Appointment)

Matthew Franklin Gilbert

Eligible

Term Expired: October 15, 2025

Open for Nominations
Council’s Appointment)

Vacant

(Georgia Veterinary Technician)

Term Expires: October 15, 2025

Open for Nominations
(Council’s Appointment)

Vacant

(Animal Rescue Shelter Representative)

Open for Nominations
(Council’s Appointment)

Term Expires: October 15, 2025

The terms are two years. Meet as needed.

- Women:** 7
- Senatorial District 15:** 3
- Senatorial District 29:** 4
- Vacancies:** 3

B. BOARD OF HEALTH:

Yasmine Cathright

Not Eligible

Term Expires: December 31, 2025

Open for Nominations
(Council's Appointment)

The terms are five years. Meets monthly.

- Women:** 4
- Senatorial District 15:** 0
- Senatorial District 29:** 5
- Vacancies:** 1

C. BOARD OF TAX ASSESSORS:

Douglas M. Jefcoat

Eligible

Term Expires: December 31, 2025

****Councilor Crabb is renominating Douglas M. Jefcoat.***

Open for Nominations
(Council's Appointment)

The terms are six years. Meets weekly.

- Women:** 3
- Senatorial District 15:** 1
- Senatorial District 29:** 4
- Vacancies:** 0

D. BOARD OF WATER COMMISSIONERS:

Wes Kelley

Does not desire reappointment

Open for Nominations
(Council's Appointment)

Term Expires: December 31, 2025

The terms are four years. Meets monthly.

- Women:** 1
- Senatorial District 15:** 2
- Senatorial District 29:** 2
- Vacancies:** 0

E. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD:

Vacant
 Term Expired: August 14, 2025

Open for Nominations
(Council's Appointment)

Vacant
 Term Expired: August 14, 2026

Open for Nominations
(Council's Appointment)

The terms are four years. Meets every other month.

- Women:** 5
- Senatorial District 15:** 7
- Senatorial District 29:** 4
- Vacancies:** 2

F. NEW HORIZONS BEHAVIORAL HEALTH – MENTAL HEALTH, ADDICTIVE DISEASES AND DEVELOPMENTAL DISABILITIES- COMMUNITY SERVICE BOARD:

Judge David Ranieri
Does not desire reappointment
 Term Expired: June 30, 2025

Open for Nominations
(Council's Appointment)

The terms are three years. Meets every other month.

- Women:** 2
- Senatorial District 15:** 3
- Senatorial District 29:** 1
- Vacancies:** 0

G. PERSONNEL REVIEW BOARD:

Willie Butler

Not Eligible

(Regular Member 1)

Term Expires: December 31, 2025

Open for Nominations
(Council's Appointment)

Yolanda Sumbry Sewell

Not Eligible

(Regular Member 4)

Term Expires: December 31, 2025

Open for Nominations
(Council's Appointment)

Delano Leftwich

Not Eligible

(Alternate Member 4)

Term Expires: December 31, 2025

Open for Nominations
(Council's Appointment)

Vacant

(Alternate Member 1)

Term expires: December 31, 2027

Open for Nominations
(Council's Appointment)

Vacant

(Alternate Member 2)

Term expires: December 31, 2027

Open for Nominations
(Council's Appointment)

Vacant

(Alternate Member 3)

Term expires: December 31, 2027

Open for Nominations
(Council's Appointment)

Vacant

(Alternate Member 5)

Term expires: December 31, 2025

Open for Nominations
(Council's Appointment)

The terms are three years. Meets monthly.

Women: 3

Senatorial District 15: 3

Senatorial District 29: 3
Vacancies: 4

H. UPTOWN FAÇADE BOARD:

Vacant
(Uptown Business Improvement District)
Term Expires: October 31, 2026

Open for Nominations
(Council's Appointment)

Vacant
(Uptown Columbus)
Term Expires: October 31, 2026

Open for Nominations
(Council's Appointment)

Terms are five years. Meets monthly.

Women: 6
Senatorial District 15: 3
Senatorial District 29: 4
Vacancies: 2

6.