

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

Tyson Begly
Bruce Huff

R. Walker Garrett
Toyia Tucker

Judy W. Thomas
Joanne Cogle

Clerk of Council
Sandra T. Davis



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

March 26, 2024
5:30 PM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Dr. Delta Outley, Abundant Life Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

- [1.](#) Approval of minutes for the March 12, 2024 Council Meeting and Executive Session.

PROCLAMATIONS:

- Proclamation:** Pacelli State Championships

Receiving: Corry Black- Athletic Director, St. Anne-Pacelli Catholic School

- Proclamation:** National Community Development Week & Community Development Block Grant Month

Receiving: Rob Scott, Community Development, CCG

CITY ATTORNEY’S AGENDA

ORDINANCE

- 1. 2nd Reading-** REZN-11-23-0218: An ordinance amending the text of the Unified Development Ordinance (UDO) for Columbus, Georgia to add a new Article X to Chapter 4 pertaining to Electric Vehicle Infrastructure. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

RESOLUTIONS

- 2.** A Resolution of the Council of Columbus, Georgia (the “Council”), approving Resolutions of the Columbus Building Authority (the “Authority”); authorizing the issuance of its Series 2024 Taxable Lease Revenue Bonds in accordance with a request of the Council contained in its Resolution No. 463-23; to approve the best bid for the Series 2024 Taxable Bonds; to authorize the Mayor to transfer property to the Authority and to execute the Lease; to authorize the Mayor and other officials of Columbus to take such further actions as are necessary to provide for the issuance and delivery of the Series 2024 Taxable Bonds; and for other purposes. (Mayor Pro-Tem)
- 3.** A Resolution authorizing the Mayor to sign a letter of support for CHIPS4CHIPS, Inc. to compete for a United Way EDA Recompete Pilot Grant which will support the presence of a semiconductor facility and its related supply chain in the Columbus Region (Request of Chattahoochee Hub for Innovation and Production of Semiconductors Inc. “CHIPS4CHIPS ”)

PUBLIC AGENDA

1. Mr. Keith Parker, representing Farmington Subdivision, Re: Upcoming rezoning for 5201 Macon Road.
2. Ms. Karen Gaskins, representing Sears Woods Subdivision, Re: Upcoming rezoning for 5201 Macon Road.
3. Mr. George Mabry, representing Shenandoah Forrest Subdivision, Re: Upcoming rezoning for 5201 Macon Road.
4. Mr. Bryan Newman, representing Windtree Subdivision, Re: Upcoming rezoning for 5201 Macon Road.
5. Ms. Chloe Landreth, representing New Horizons Behavioral Health, Re: Gift to Council for Intellect and Developmental Disability Awareness Month.
6. Ms. Pamela Moss, Re: The removal of restrictions on South Commons.

7. Mr. Gregory Foster, representing Chatham Woods Subdivision, Re: Upcoming rezoning for 5201 Macon Road.
8. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Murder Count and Child Poverty.
9. Ms. Debbie Wooten, representing Columbus Animal Allies, Re: Columbus Animal Control Felines.
10. Ms. Vicki L. Edwards, Re: Stricter laws for animals.
11. Mrs. Sandy Gunnels, Re: The spread of Parvo.
12. Ms. Kenya Peachey, Re: The current trash issues as a driver with Public Works.
13. Mr. Nathan Smith, Re: The previous meeting.

CITY MANAGER'S AGENDA

1. Memorandum of Understanding with the Muscogee County School District

Approval is requested to authorize a MOU with the Muscogee County School District for the School Zone Automated Speed Enforcement Program and also authorize RedSpeed Georgia, LLC to serve as designated point of contact with the Georgia Department of Revenue for said program.

2. Payments to Artists for the Sale of Goods

Approval is requested to authorize a special exception to Columbus Code Section 19-36 (b) in order to process payments to artists for the sale of goods created at the Britt David Pottery Studio.

3. American Rescue Plan (ARP) Affordable Housing Initiative Written Agreement Execution

Approval is requested to authorize the City manager to execute written agreements for the American Rescue Plan (ARP) Affordable Housing Initiative, funded through the American Rescue Plan (ARP) Act of 2021.

4. Extension of the Subrecipient Agreement

Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

5. Street Acceptance- Garrett Pines

Approval is requested for the acceptance of that portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pines.

6. Street Acceptance – Riegel Pointe.

Approval is requested for the acceptance of Zachary Court and that portion of Woodstream Drive located in Phase Three, Riegel Pointe.

7. FY2024 Exigent Vehicle Purchases

Approval is requested, due to on-going supply chain issues, to make “off the lot” vehicle purchases for vehicles that have been approved as part of the budget for the remainder of FY24, with the exception of vehicles purchased using federal funds, that have been either directly awarded or passed through another entity to CCG.

8. Little League Baseball Grants

Approval is requested to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American. This grant will cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of city-owned fields used by the League.

9. SAMHSA Grant

Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Adult Drug Court from September 30, 2024, to September 29, 2029, and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is no match requirement for this program.

10. PURCHASES

- A.** Additional Bulk Mailing Services for Various Departments – Georgia Statewide Cooperative Contract
- B.** One (1) 2024 Ford F-350 Super Duty for the Public Works Department – Georgia Statewide Contract Cooperative Purchase
- C.** Auditing Services for HUD-Entitlement Funds for the Community Reinvestment Department – RFP No. 24-0014
- D.** Four (4) Double-Cab Service Trucks for the Public Works Department – Sourcewell Cooperative Purchase
- E.** Engineering Design Services for Resurfacing of Eight (8) Streets – RFQ No. 24-0001

- E. Genfare Software Support Agreement for METRA
- G. Upgrade/Purchase of Fast Fare Fareboxes for METRA
- H. Farebox Vault Upgrade for METRA
- I. Electric Vehicle Charging Stations for METRA
- J. Arena Polar Deck for the Civic Center – Sourcewell Cooperative Purchase
- K. Telescopic Seating System for the Civic Center Arena Bowl – Sourcewell Cooperative Contract Purchase
- L. Quote Adjustment for the Police Department’s Video Surveillance Project
- M. Installation of Wooden Poles and Power Supply for the Police Department’s License Plate Reader Camera Project
- N. Provision and Installation of Stadium Lighting at AJ McClung Stadium for Parks and Recreation – Sourcewell Cooperative Contract Purchase
- O. Three (3) Tahoes for Sheriff’s Office
- P. Print Shop Equipment – Omnia Partners Cooperative Contract Purchase

EMERGENCY PURCHASES

- 1. Three (3) Pursuit Vehicles for Muscogee County Sheriff’s Office

THREE (3) PURSUIT VEHICLES FOR MUSCOGEE COUNTY SHERIFF’S OFFICE:

On March 6, 2024, the Muscogee County Sheriff’s office notified the Finance Department and City Manager of the need to purchase three (3) pursuit vehicles required to carry out the functions of the Sheriff’s Office. The Sheriff cited the vehicles were desperately needed because there are deputies traveling daily across the state transporting juveniles and adults and few suitable vehicles are available. The Sheriff’s Office found available vehicles after several months of searching. Three (3) 2023 Dodge Truck Durango pursuit vehicles were purchased from Carville Chrysler Dodge Jeep RAM (Greenville, TN) at a unit price of \$46,500.00 and a total price of \$139,500.00. The Sheriff’s Office located these vehicles that are available on the vendor’s lot.

The City Manager approved the emergency request on March 6, 2024.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Public Safety – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3111 – STPS – 7722 – 54153 – 20240.

2. Two (2) Vehicles for Muscogee County Sheriff's Office

TWO (2) VEHICLES FOR MUSCOGEE COUNTY SHERIFF'S OFFICE:

On March 6, 2024, the Muscogee County Sheriff's office notified the Finance Department and City Manager of the need to purchase two (2) vehicles required to carry out the functions of the Sheriff's Office. The Sheriff cited the vehicles were desperately needed because there are deputies traveling daily across the state transporting juveniles and adults and few suitable vehicles are available. The Sheriff's Office found available vehicles after several months of searching.

Two vehicles were purchased from Headquarter Nissan of Columbus (Columbus, GA), one (1) 2023 Dodge Challenger at a unit price of \$49,500.00, and one (1) 2022 Dodge Charger at a unit price of \$43,732.00 for a total price of \$93, 232.00. The Sheriff's Office located these vehicles that are available on the vendor's lot.

The City Manager approved the emergency request on March 6, 2024.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Public Safety – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3111 – STPS – 7722 – 54153 – 20240.

BID ADVERTISEMENT

DATE: March 26, 2024

March 29, 2024

1. Pre-Qualification for Storm Drain Rehabilitation through Internal Pipe Line Priority 1 Pipes Contract 6 – RFQ No. 24-0002

Scope of RFQ

Columbus Consolidated Government (CCG) requests vendors to apply for pre-qualification to provide storm sewer rehabilitation through internal pipe lining. The *initial project* will include the installation of cured in-place pipe (CIPP) for approximately 5,100 feet of varying material type storm sewer pipe, ranging in size from 10-inch VCP to 60-inch CMP in diameter. Additionally, the project includes the installation of centrifugally cast cementitious or geopolymer lining (CC) for approximately 2,500 linear feet of storm sewer pipe varying in sizes and material type from 36-inch brick to 46- inch by 72-inch CMP, located throughout Columbus.

Contractors deemed prequalified by CCG will be requested to submit bids for the initial project as well as future projects for installation of CIPP or CC for rehabilitation of other portions of the storm sewer system. The length, diameter, and scope of CIPP or CC rehabilitation per Contract will be at the discretion of CCG. Minimally, CCG desires to qualify three (3) contractors.

April 3, 2024

1. Confiscated Firearms for Credit or Swap – RFB No. 24-0030

Scope of RFB

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

April 5, 2024

1. Lease of Ice Rink Pro Shop (Annual Contract) – RFP No. 24-0024

Scope of RFP

The Columbus Consolidated Government (the City) seeks a qualified firm or individual to lease and operate the Ice Rink Pro Shop.

The lease term will be for one (1) year, with the option to renew for two (2) additional twelve-month periods.

2. Consultant for Grant Application and Construction Project Management Services – RFP No. 24-0026

Scope of RFP

Columbus Consolidated Government (the “City”) is soliciting information about the feasibility of acquiring the services of a consultant (the “Vendor”) to develop an application for the Federal Transit Administration’s (FTA) 5339(b) Discretionary – Buses and Bus Facilities Competitive Program (or other available DOT/FTA competitive infrastructure grants for transit projects such as RAISE) on behalf of METRA Transit System (METRA).

The Vendor shall advise METRA on the best grant program to pursue given the nature of the project. METRA seeks to apply for federal funding in the amount of \$10,000,000 for transit campus construction, renovations, and expansion. In the event that this competitive grant is awarded to METRA, the Vendor will then serve in the role of construction management consultant for the proposed project. The intention is for a single consultant, if feasible, to guide METRA through the entire construction process.

If awarded, the consultant will work in conjunction with METRA, the Engineering Department, the Inspections and Code Department, and an architect firm (developing the site schematics) in developing specifications for the subsequent construction bid. The vendor will also ensure that the development process complies with federal regulations.

Please be advised that this is phase II of the initial RFI process (Phase I). METRA has decided to proceed with a solicitation based on the responses to the Request for Information (RFI). Phase II is the formal Request for Proposal (RFP) process to be administered in accordance with the procurement ordinance of the City and procurement procedures compliant with FTA C. 4220.1F and other applicable federal regulations.

May 8, 2024

1. PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II (Re-Bid) – RFB No. 24-0029

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

REFERRALS:

[Referrals](#) 3.12.24

CLERK OF COUNCIL’S AGENDA

ENCLOSURES - ACTION REQUESTED

- [1.](#) Email Correspondence from Contreana Pearson- Board Secretary, requesting that the seat of Dr. Jean Waguespack (*Veterinarian Seat*) on the Animal Control Advisory Board be declared vacant due to the lack of attendance.
- [2.](#) Email Correspondence from Contreana Pearson- Board Secretary, requesting that the seat of Dr. Scott McDermott (*Veterinarian Seat*) on the Animal Control Advisory Board be declared vacant due to the lack of attendance.

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

Animal Control Advisory Board, November 9, 2023 and January 18, 2024

Building Authority of Columbus, June 29 and October 25, 2022

Civic Center Advisory Board, February 15, 2024

Columbus Ironworks Convention & Trade Center Authority, December 14, 2023

Liberty Theatre & Cultural Arts Center Advisory Board, November 15, 2023 and January 10, 2024

BOARD APPOINTMENTS - ACTION REQUESTED

4. MAYOR'S APPOINTMENT- ANY NOMINATION MAY BE CONFIRMED FOR THIS MEETING:

A. HOUSING AUTHORITY OF COLUMBUS:

Linda Hadley

(Mayor's Appointment)

Eligible to succeed

Term Expires: April 30, 2024

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

5. COUNCIL APPOINTMENT- READY FOR CONFIRMATION:

A. ANIMAL CONTROL ADVISORY BOARD: Ms. Ethelyn W. Riley was nominated to succeed Mr. Raymond Culpepper. *(Councilor Garrett's nominee)* Term expires: April 11, 2026

B. ANIMAL CONTROL ADVISORY BOARD: Ms. Courtney Pierce *(PAWS Humane Society Representative)* was nominated to serve another term of office. *(Councilor Cogle's nominee)* Term expires: April 11, 2026

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

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Mary B. Garcia

(Council District 7- Cogle)

Ineligible (city employee)

Term Expires: March 27, 2024

VACANT

(Council District 2- Davis)

Term Expires: March 27, 2024

Virginia Dickerson

(Council District 3- Huff)

Not Eligible to succeed

Term Expires: March 27, 2024

Councilor Cogle is nominating Ms. Brandy Tolbert to succeed Ms. Mary B. Garcia.

Members appointed by Council shall serve for two-year terms and members appointed by Mayor shall serve for three-year terms. Board Meets quarterly.

7. COUNCIL’S CONFIRMATION – RECOMMENDATION FROM ORGANIZATIONS / AGENCIES:

A. UPTOWN FACADE BOARD:

Cesar Bautista

Uptown Business Improv. Dist Rep.

Seat declared vacant

Term Expires: October 31, 2026

Open for Nominations
(Council’s Appointment)

Uptown Business Improvement District is recommending Ms. Rachel Kelly to fill the unexpired term of Mr. Cesar Bautista.

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

Women: 5

Senatorial District 15: 8

Senatorial District 29: 3

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

A. HISTORIC & ARCHITECTURAL REVIEW BOARD:

Rev. Curtis West

Liberty Theatre & Cultural Arts Center Bd Rep.

No longer a resident of Muscogee County

Term Expired: January 31, 2024

Open for Nominations
(Council’s Appointment)

In accordance with Ordinance 24-012, this seat is slated for a member serving on the Liberty Theatre & Cultural Arts Center Advisory Board.

B. DEVELOPMENT AUTHORITY OF COLUMBUS:

Geniece Granville

Eligible to succeed

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)

Travis Chambers- Interested in serving another term

Eligible to succeed

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)

Selvin Hollingsworth- Interested in serving another term

Eligible to succeed

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)

Charles Sheffield- Interested in serving another term

Eligible to succeed

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)

Heath Schondelmayer

Not Eligible to succeed

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)

The terms are four years. Meets monthly.

Women: 5

Senatorial District 15: 2

Senatorial District 29: 3

C. HOSPITAL AUTHORITY OF COLUMBUS:

Cynthia Williams Jordan

Seat declared vacant

Term Expires: November 14, 2024

Open for Nominations
(Council's Nomination)

****The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.***

The term is three years. Board meets monthly with the exception of November and December.

Women: 2
Senatorial District 15: 5
Senatorial District 29: 3

D. PERSONNEL REVIEW BOARD:

Dr. Shanita Pettaway
(Alternate Member 5)

Resigned

Term Expired: December 31, 2022

Open for Nominations
(Council's Appointment)

Mayor Pro Tem Allen is nominating Ms. Natalie McDowell to fill the expired term of Dr. Shanita Pettaway.

The term is three years. Board meets monthly.

Women: 3
Senatorial District 15: 5
Senatorial District 29: 4

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

File Attachments for Item:

1. Approval of minutes for the March 12, 2024 Council Meeting and Executive Session.

COUNCIL OF COLUMBUS, GEORGIA

CITY COUNCIL MEETING

MINUTES

Council Chambers	March 12, 2024
C. E. “Red” McDaniel City Services Center- Second Floor	9:00 AM
3111 Citizens Way, Columbus, GA 31906	Regular Meeting

M A Y O R ’ S A G E N D A

PRESENT: Mayor B. H. “Skip” Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Tyson Begly, Joanne Cogle, Charmaine Crabb, Glenn Davis, Judy W. Thomas and Toyia Tucker. City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

ABSENT: Councilors Jerry “Pops” Barnes, R. Walker Garrett and Bruce Huff were absent.

The following documents have been included as a part of the electronic Agenda Packet: (1) Cure Violence Program Update Presentation; (2) FY2023 Fiscal Conditions Report Presentation; (3) Revenue Division Update Presentation; (4) Columbus Infrastructure Update Presentation; (5) American Rescue Plan Update Presentation

The following documents were distributed around the Council table: (1) Document Provided by the Internal Auditor on December 5, 2023: Internal Audit of the Finance Department

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

INVOCATION: Offered by Pastor Lavisha Williams, Presiding Elder, South Columbus-Cordele District, Pastor, Emmanuel Chapel CME, West Point, Ga., West Georgia Region, CME Church, Inc.

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the February 27, 2024 Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Tucker and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

PROCLAMATIONS:

2. **Proclamation:** Women’s History Month

Receiving: Reather Hollowell, Human Resources Director

Councilor Joanne Cogle read the proclamation into the record, proclaiming March 2024, as *Women’s History Month*, recognizing the significant contributions and achievements of women throughout history.

3. **Proclamation:** World Down Syndrome Day

Receiving: Christian Hill, Chattahoochee Valley Down Syndrome Association

Mayor Pro Tem R. Gary Allen read the proclamation into the record, proclaiming Thursday, March 21, 2024, as *World Down Syndrome Day*, celebrating those with Down Syndrome and bringing the community together.

4. **Proclamation:** Partners in Education Week

Receiving: Conner Miller, Columbus Chamber of Commerce

Councilor Judy W. Thomas read the proclamation into the record, proclaiming March 11-15, 2024, as *Partners in Education Week*, recognizing the Partners in Education initiative to expose local students to the skills and concepts of the four pillars: citizenship, entrepreneurship, leadership, and career development.

5. **Proclamation:** American Legion 105th Birthday

Receiving: Pat Liddell, Eddie L. Roberts American Legion 333

Councilor Toyia Tucker read the proclamation into the record, proclaiming Friday, March 15 through March 17, 2024, as *American Legion 105th Birthday*, recognizing the commitment and service to the community by the veterans of the American Legion.

6. **Proclamation:** Intellectual and Development Disability Awareness Month

Receiving: Chloe Landreth, New Horizons Behavioral Health

Councilor Tyson Begly read the proclamation into the record, proclaiming March 2024 as *Intellectual and Development Disability Awareness Month*, recognizing New Horizons Behavioral Health for their dedication to those in the community with developmental disabilities and bringing awareness to community.

CITY ATTORNEY’S AGENDA

ORDINANCES

1. **1st Reading-** REZN-11-23-0218: An ordinance amending the text of the Unified Development Ordinance (UDO) for Columbus, Georgia to add a new Article X to Chapter 4 pertaining to Electric Vehicle Infrastructure. (Planning Department and PAC recommend approval.) (as amended) (Mayor Pro-Tem)

Deputy Chief of Community Risk Reduction Ricky Shores approached the rostrum to explain the proposed amendment as it pertains to the safety requirements for installation of home charging stations for electric vehicles.

PUBLIC AGENDA

1. Dr. Asante Hilts, representing Valley Healthcare, Re: The Sickel Cell Foundation Georgia Community Health Worker Program.

2. Mr. Louis Thomas, Jr., Re: The Columbus Parks and Recreation Department.
3. Mr. Scott Cole, Re: The Jonathan Hatcher Skateboard Park.

Councilor Joanne Cogle stated for the record she requests that it be mandated in the RFP for Golden Park that if the Jonathan Hatcher Skateboard Park is to be replaced, then the new park is constructed before the original is demolished.

4. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: The Macon-Dixon divide.

CITY MANAGER'S AGENDA

1. Permanent Encroachment to Install a Marquee

Resolution (068-24): A resolution of the Council of Columbus, Georgia, authorizing a permanent encroachment of 7 feet 4 inches on the right-of-way at 1231 Broadway, authorizing the installation of a marquee and for maintenance and repair of such improvements. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the six members present, with Mayor Pro Tem Allen being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

2. Permanent Encroachment of 4 Balconies

Resolution (069-24): A resolution of the Council of Columbus, Georgia, authorizing a permanent encroachment of 4 ft 11 inches on the right-of-way at 1231 Broadway, authorizing the construction of balconies and for maintenance and repair of such improvements. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the six members present, with Mayor Pro Tem Allen being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

3. FEMA - Assistance to Firefighters Grant

Resolution (070-24): A resolution to apply for and accept if awarded a grant for personal protective equipment (PPE) and extractors and drying cabinets with installation in the amount of \$497,191.01, or as otherwise awarded, for FEMA Assistance to Firefighters Grant Funds, with Columbus Fire and Emergency Medical Services paying the 10% match of \$45,199.18. The Multi-Governmental Fund will be amended by the amount of the award. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the six members present, with Mayor Pro Tem Allen being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

4. Grant Applications for Capital and Planning Assistance - METRA

Resolution (071-24): A resolution authorizing the City Manager to submit a grant application and if awarded, accept funds from the Federal Transit Administration's Title 49 U.S.C. Section 5307 Formula Grant Program for capital and planning assistance in an amount up to \$1,967,352, or as otherwise awarded, and amend the Transportation Fund by the amount of the grant award. The City Manager is also authorized to submit a grant application and if awarded, accept funds from the Federal Transit Administration's Title 49 U.S.C. Section 5339 Formula Grant Program for capital assistance

in an amount up to \$261,750 or as otherwise awarded, and amend the Transportation Fund by the amount of the grant award. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the six members present, with Mayor Pro Tem Allen being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

ADD-ON RESOLUTION:

Resolution (072-24): A resolution of the Council of Columbus, Georgia, authorizing the acceptance of a deed to that portion of Galloway Lane, and that portion of Holstein Hill located in Phase Two, Section One, Heiferhorn Farms, on behalf of Columbus, Georgia. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Thomas and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

5. PURCHASES

- A. Two (2) 2024 Ford Transit 15-Passenger Vans for the Muscogee County Prison – Georgia Statewide Contract Cooperative Purchase

Resolution (073-24): A resolution authorizing the purchase of two (2) 2024 Ford 15-passenger vans for the Muscogee County Prison from Wade Ford, Inc. (Smyrna, GA), at a unit price of \$58,908.00, and a total price of \$117,816.00. The purchase will be accomplished by cooperative purchase via Georgia State Contract #99999-SPD-ES40199373-009S. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

- B. One (1) 2023 Ford F-150 Supercrew 4x2 for the Fire & EMS Department – Georgia Statewide Contract Cooperative Purchase

Resolution (074-24): A resolution authorizing the purchase of one (1) 2023 Ford F-150 Supercrew 4X2 for the Fire & EMS Department from Allan Vigil Ford, Inc. (Morrow, GA) in the amount of \$46,648.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Councilor Davis made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

- C. One (1) 2024 Ford F-150 for the Public Works Department - Georgia Statewide Contract Cooperative Purchase

Resolution (075-24): A resolution authorizing the purchase of one (1) 2024 Ford F-150 for the Public Works Department from Allan Vigil Ford, Inc. (Morrow, GA) in the amount of \$47,592.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Councilor Davis made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

- D. One (1) Forklift for the Public Works Department - Sourcewell Cooperative Contract Purchase

Resolution (076-24): A resolution authorizing the purchase of one (1) forklift for the Public Works Department from Thompson Tractor Co., d/b/a Thompson Lift Truck Company (Lithia Springs, GA) in the amount of \$41,440.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #091520-HCE. Councilor Davis made a motion to approve the resolution,

seconded by Councilor Cogle and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

E. Two (2) Regular Cab Service Trucks for the Public Works Department - Sourcewell Cooperative Contract Purchase

Resolution (077-24): A resolution authorizing the purchase of two (2) regular cab service trucks for the Public Works Department from Alan Jay Fleet Group (Sebring, FL) at a unit price of \$59,619.00, and a total price of \$119,238.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #091521-NAF and #060920-NAF. Councilor Davis made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

F. Electric Motor Repair Services (Annual Contract) - RFB No. 24-0024

Resolution (078-24): A resolution authorizing the annual contract for electric motor repair services from Southern Industrial Sales and Service, Inc. d/b/a Southern Rewinding and Sales (Columbus, GA). The Public Works Department budgets approximately \$65,000.00, per fiscal year, for the services. Councilor Davis made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

G. Professional Services to Develop the 2050 Metropolitan Plan and the 2023 Congestion Management Process-P.I. #0019628 – RFP No. 24-0016

Resolution (079-24): A resolution authorizing the execution of a contract with Pond & Company, Inc. (Peachtree Corners, GA) for the development of the 2050 Metropolitan Transportation Plan (MTP) with a freight plan component and the 2023 Congestion Management Process (CMP) for the Columbus-Phenix City Metropolitan Planning Organization (C-PCMPO). The firm's cost proposal falls within the project budget. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

Planning Director Will Johnson approached the rostrum to respond to questions. He explained that several projects listed in the 2045 plan were moved to TSPLOST, so this plan will be a comprehensive transportation plan for the next ten years, as required by federal guidelines.

REFERRAL(S):

FOR THE CITY MANAGER:

- Email link to the 2045 plan to the members of Council. (*Request of Councilor Cogle*)

H. Workers' Compensation Excess Coverage and Loss Control Services

Resolution (080-24): A resolution authorizing payment to Apex Insurance Agency, Inc. (Atlanta, GA) to provide workers' compensation excess coverage and loss control services in the annual amount of \$641,268.00 for the first two (2) years, for benefits and expenses payable for claims made under the State of Georgia Workers' Compensation Laws and Regulations, such insurance to be per occurrence and subject to a deductible of \$750,000. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

I. Contract Extension for Temporary Staffing for the Civic Center (Annual Contract) - RFP No. 17-0021

Resolution (081-24): A resolution authorizing the extension of the annual contract for temporary staffing for the Civic Center with Global Personnel Services (Columbus, GA), and Labor Finders (Columbus, GA) for an additional three-month period. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

J. Repair of Caterpillar Dozer for Public Works

Resolution (082-24): A resolution authorizing payment to Yancey Brothers (Fortson, GA), in the amount of \$32,128.45 for the repair of a 2014 Caterpillar D3K2LGP Dozer, Vehicle #11459. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

K. Night Vision Goggles and Accessories for the Police Department - Federal GSA Cooperative Contract Purchase

Resolution (083-24): A resolution authorizing the purchase of five (5) pvs-14-night vision goggles and accessories from Clyde Armory (Atlanta, GA) in the amount of \$25,063.20. The purchase will be accomplished by cooperative purchase via Federal GSA Contract #GS-07F-163AA. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

L. Drones and Accessories for the Police Department - Sourcewell Cooperative Contract Purchase

Resolution (084-24): A resolution authorizing the purchase of drones and accessories from Unmanned Vehicle Technologies LLC (Fayetteville, AR) in the amount of \$35,148.52 for the Police Department. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #011223- UNM. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

M. Personal Radiation Detectors and Accessories for Fire & EMS - Georgia Statewide Cooperative Contract Purchase

Resolution (085-24): A resolution authorizing the purchase of personal radiation detectors and accessories from Fisher Scientific Company, LLC (Suwanee, GA), in the amount of \$27,943.70, for the Fire and EMS Department. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD0000156-0003. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

N. Household Recycle Carts for Public Works - Sourcewell Cooperative Contract Purchase

Resolution (086-24): A resolution authorizing the purchase of 96-gallon blue recycling carts from Rehrig Pacific Company (Lawrenceville, GA) in the amount of \$40,668.60 (702 units @ \$55 each, plus branding fee in the amount of \$1,263.50 and freight in the amount of \$795.00). The purchase

will be accomplished by cooperative purchase via Sourcewell Contract #041521-REH. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

O. Household Trash Carts for Public Works - Sourcewell Cooperative Contract Purchase

Resolution (087-24): A resolution authorizing the purchase of 96-gallon black trash carts from Rehrig Pacific Company (Lawrenceville, GA) in the amount of \$39,405.00 (702 units @ \$55 each, plus freight in the amount of \$795.00). The purchase will be accomplished by cooperative purchase via Sourcewell Contract #041521-REH. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

P. Industrial Washer-Extractor and Industrial Dryer for the Muscogee County Jail - GSA Cooperative Contract Purchase

Resolution (088-24): A resolution authorizing the purchase of an industrial washer/extractor, in the amount of \$36,665.32 and an industrial dryer, in the amount of \$17,419.84, from Pellerin Milnor Corporation (Kenner, LA), for the Muscogee County Jail. The purchase will be accomplished by cooperative purchase via Federal GSA Contract #47QSWA18D009F. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

Q. Dispatch Systems for the Muscogee County Sheriff's Office - Georgia Statewide Contract and Sourcewell Cooperative Purchase

Resolution (089-24): A resolution authorizing the purchase of a dispatch system for the Sheriff's Office from Motorola Solutions (Chicago, IL), in the amount of \$438,869.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-SPD-T20250623-0002 and Sourcewell Contract #042021-MOT. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

R. Motorcycles for the Police Department

Resolution (090-24): A resolution authorizing the purchase of two (2) motorcycles for the Police Department from Rally Point Harley Davidson (Columbus, GA) in the total amount of \$48,177.70. Councilor Davis made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent for the meeting.

6. UPDATES AND PRESENTATIONS

A. Cure Violence Update - Reggie Lewis, Co-Founder, Cure Violence

Mr. Reggie Lewis, Co-Founder of Cure Violence, approached the rostrum to provide an update on the Cure Violence initiative. During the presentation, information on public education ad campaigns and various community events headed by Cure Violence was provided.

B. Fiscal Conditions Update - Angelica Alexander, Finance Director

Finance Director Angelica Alexander approached the rostrum to provide an update on the fiscal conditions of FY 2023. She provided the fund balance history for fiscal years 2010 to 2023 and the various revenue sources, such as occupational taxes and general property taxes.

REFERRAL(S):

FOR THE CITY MANAGER:

- Provide an update on the amount of Occupation Tax collected since September/August 2023 since the collection process has changed and the amount expected to be collectable. (*Request of Councilor Begly*)
- Email presentation to the members of Council. (*Request of Mayor Henderson*)

C. Revenue Division Update - Angelica Alexander, Finance Director

Deputy City Manager Pam Hodge approached the rostrum to provide opening comments to the update on the Revenue Division of the Finance Department. She requested Council's consideration in taking action to address the \$45 million dollars that was referred to as missing by the Internal Auditor in her audit conducted on the Revenue Division of the Finance Department. She stated these funds are not missing and this request for action is to correct the official record of the city.

After some discussion, **Finance Director Angelica Alexander** came forward to provide the update on the Revenue Division. She explained the restructuring of the Revenue Division to include personnel changes, the realignment of duties and responsibilities, and the hiring of temporary staffing and various permanent positions that will be requested for the FY 2025 budget from the Finance Department.

REFERRAL(S):

FOR THE CITY MANAGER:

- Provide amounts of occupational taxes that are deemed uncollectable from 2016 to 2019. (*Request of Councilor Begly*)
- Forward all information/documents that were provided to the third-party auditor to the Internal Auditor. (*Request of Councilor Davis*)
- Upload the updated presentation to the online agenda. (*Request of Councilor Cogle*)
- In future updates, provide a plan going forward 30, 60, 90 days with suspense dates included. (*Request of Councilor Cogle*)
- Send councilors link to employee evaluations. (*Request of Councilor Tucker*)
- Get total amount collected in the Revenue Division for occupational, alcohol, etc. since the audit report was presented. (*Request of Councilor Davis*)
- Provide the amount collected since January 1, 2024, when the renewal notices were sent out, to present. (*Request of Councilor Davis*)

D. Infrastructure Update - Pam Hodge, Deputy City Manager, Finance, Planning & Development

Deputy City Manager Pam Hodge approached the rostrum to provide an update on the various infrastructure projects going on throughout the city.

REFERRAL(S):

FOR THE CITY MANAGER:

- Check code/law regarding the use of blue lights where construction is taking place, as seen at the new apartment complex on River Road. *(Request of Councilor Thomas)*
- Conversation with the Planning Department on reducing the number of multi-family units per acre in urban areas. Possibly meeting with local developers on how we can make changes in the UDO. *(Request of Councilor Davis)*

E. ARP Update - Pam Hodge, Deputy City Manager, Finance, Planning & Development

Deputy City Manager Pam Hodge approached the rostrum to provide an update on the American Rescue Plan (ARP) Act of 2021. She explained eligible costs must be incurred or obligated between March 3, 2021 and December 31, 2024, and expended by December 31, 2026.

F. Comprehensive Camera Update - Lisa Goodwin, Deputy City Manager, Current Operations

Deputy City Manager Lisa Goodwin approached the rostrum to provide an update on the implementation of the Comprehensive Camera System. She explained they expect to have all three phases of this project to be completed by the end of 2024 and hope to look at a fourth phase to install cameras in the city parks.

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

- Get an update on the termite issue at Legacy terrace. *(Request of Councilor Crabb)*
- Work on the branding and advertising for the “Roll with Us” transportation program offered by METRA in Uptown to ensure citizens are aware of the services available. Look at posting a QR code around Uptown. *(Request of Councilor Cogle)*
- Make sure Animal Control website is mobile friendly and documents are large enough to view on a mobile phone. *(Request of Councilor Cogle)*

BID ADVERTISEMENT

DATE: March 12, 2024

March 13, 2024**1. Solar-Powered Bus Stop Lights (Annual Contract) – RFB No. 24-0025****Scope of Bid**

The Columbus, Georgia Metropolitan (METRA) Transit System is soliciting bid responses for the procurement of solar-powered lighting at bus stops throughout our city. Lights are to be placed directly at the bus stop, with the solar-powered light mounted directly on the bus stop pole, above the bus stop sign. METRA will purchase up to five hundred (500) solar lights on an “as needed” basis. The contract term will be for three years.

March 20, 2024**1. Ballfield Groomer – RFB No. 24-0027****Scope of Bid**

The Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) ballfield groomer.

2. Stage Curtains – RFB No. 24-0026**Scope of Bid**

The Consolidated Government of Columbus, Georgia (the City) is requesting bids for a total of twenty-three stage curtains, consisting of fourteen side curtains and nine middle stage curtains for the Columbus Civic Center. The curtains will be used as backdrops, to keep out sunlight, and to block backstage activity during shows. The curtains must meet or exceed specifications for DD 9919 Nirvana B.O.B. or 22-23 oz IFR Valdosta Poly Velour.

March 22, 2024

1. Temporary Staffing for the Columbus Consolidated Government (Annual Contract) – RFP No. 24-0006

Scope of RFP

The Consolidated Government of Columbus, Georgia (the City) invites proposal submissions from qualified vendors to provide temporary staffing for various positions within the Columbus Consolidated Government on an “as needed” basis.

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

March 29, 2024

1. Pre-Qualification for Storm Drain Rehabilitation through Internal Pipe Line Priority 1 Pipes Contract 6 – RFQ No. 24-0002

Scope of RFQ

Columbus Consolidated Government (CCG) requests vendors to apply for pre-qualification to provide storm sewer rehabilitation through internal pipe lining. The *initial project* will include the installation of cured in-place pipe (CIPP) for approximately 5,100 feet of varying material type storm sewer pipe, ranging in size from 10-inch VCP to 60-inch CMP in diameter. Additionally, the project includes the installation of centrifugally cast cementitious or geopolymer lining (CC) for approximately 2,500 linear feet of storm sewer pipe varying in sizes and material type from 36-inch brick to 46- inch by 72-inch CMP, located throughout Columbus.

Contractors deemed prequalified by CCG will be requested to submit bids for the initial project as well as future projects for installation of CIPP or CC for rehabilitation of other portions of the storm sewer system. The length, diameter, and scope of CIPP or CC rehabilitation per Contract will be at the discretion of CCG. Minimally, CCG desires to qualify three (3) contractors.

May 8, 2024

1. PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II (Re-Bid) – RFB No. 24-0029

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

REFERRALS:

Referrals 2.27.24

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

1. **RESOLUTION (091-24)** - A resolution excusing Councilor R. Walker Garrett from the March 12, 2024 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.
2. **RESOLUTION (092-24)** - A resolution excusing Councilor Jerry "Pops" Barnes from the February 27, 2024 Council Meeting. **(Add-On)** Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

ADD-ON RESOLUTION (093-24): A resolution excusing Councilor Bruce Huff from the March 12, 2024 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

3. Email Correspondence from Claire Mitchell- Board Secretary, requesting that the seat of Mr. Cesar Bautista (*Uptown Business Improvement District representative*) on the Uptown Facade Board be declared vacant due to the lack of attendance. Councilor Crabb made a motion to declare the seat of Cesar Bautista vacant on the Uptown Facade Board, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.
4. Email Correspondence from Attorney Jack Schley- Board Secretary, requesting that the seat of Ms. Cynthia Williams Jordan on the Hospital Authority of Columbus be declared vacant due to the lack of attendance. Mayor Pro Tem Allen made a motion to declare the seat of Cynthia Williams Jordan vacant on the Hospital Authority of Columbus, seconded by Councilor Thomas and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

5. **Minutes of the following boards:**

Airport Commission, October 25, November 17, and December 6, 2023 and January 31, 2024

Board of Tax Assessors, #05-24 and #06-24

Convention & Visitors, Board of Commissioners, January 17, 2024

Hospital Authority of Columbus, January 30, 2024

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

BOARD APPOINTMENTS - ACTION REQUESTED

6. COUNCIL APPOINTMENT- READY FOR CONFIRMATION:

- A. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS (CIRCLE):** Ms. Inna Russell was nominated to succeed Ms. Alia Teetshorn. (*Councilor Begly's nominee*) Term expires: March 1, 2028. Councilor Crabb made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

7. COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

A nominee for the seat of Mary B. Garcia (*Ineligible -city employee*) for a term expiring on March 27, 2024, as the District 7 Representative on the Community Development Advisory Council (*Council District 7- Cogle*). There were none.

A nominee for the vacant seat of the District 2 Representative for a term expiring on March 27, 2024, on the Community Development Advisory Council (*Council District 2- Davis*). There were none.

A nominee for the seat of Virginia Dickerson (*Not Eligible to succeed*) for a term expiring on March 27, 2024, as the District 3 Representative on the Community Development Advisory Council (*Council District 3- Huff*). There were none.

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

A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the seat of Raymond Culpepper (*Eligible to succeed*) for a term expiring on April 11, 2024, on the Animal Control Advisory Board (*Council's Appointment*). There were none.

A nominee for the seat of Courtney Pierce (*Eligible to succeed*) for a term expiring on April 11, 2024, as the PAWS Humane Society on the Animal Control Advisory Board (*Council's Appointment*). Councilor Cogle renominated Courtney Pierce to succeed herself.

A nominee for the seat of Sabine Stull (*Not Eligible to succeed*) for a term expiring on April 11, 2024, as the Animal Rescue Representative on the Animal Control Advisory Board (*Council's Appointment*). There were none.

Clerk of Council Sandra T. Davis explained Councilor Garrett is nominating Ethelyn W. Riley for a seat on the Animal Control Advisory Board with the seat being identified at the next meeting.

B. COLUMBUS AQUATICS COMMISSION:

A nominee for the seat of Bruce Samuels (*Not Eligible to succeed*) for a term that expired on June 30, 2022, on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

C. COOPERATIVE EXTENSION ADVISORY BOARD:

A nominee for the seat of Helen Williams (*Does not desire reappointment*) for a term that expired on December 31, 2022, on the Cooperative Extension Advisory Board (*Council's Appointment*). There were none.

D. PERSONNEL REVIEW BOARD:

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

E. TREE BOARD:

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

UPCOMING BOARD APPOINTMENTS:

- A. Development Authority of Columbus (Council's Appointments)
- B. Housing Authority of Columbus (Mayor's Appointments)

EXECUTIVE SESSION:

Mayor Henderson entertained a motion to go into executive session to discuss matters of litigation, potential litigation, and real estate acquisition and disposal as requested by City Attorney Fay earlier in the meeting. Mayor Pro Tem Allen made a motion to go into Executive Session, seconded by Councilor Crabb and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, Councilors Barnes, Garrett and Huff being absent for the meeting, and the time being 1:37 p.m.

The Regular Meeting reconvened at 3:35 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss matters of litigation, potential litigation, and real estate acquisition and disposal; however, there were no votes taken.

ADD-ON RESOLUTIONS:

Resolution (094-24): A resolution authorizing a settlement payment of \$40,000 to settle all damage claims of Cassandra Martin Hutchins stemming from the incident which occurred on September 26, 2023, in exchange for a full release of all claims. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

Resolution (095-24): A resolution authorizing a settlement payment of \$40,000 to settle all damage claims of Mary Milner stemming from the incident which occurred on September 26, 2023, in exchange for a full release of all claims. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

Resolution (096-24): A resolution authorizing a settlement payment of \$77,000 to settle all damage claims of Latonia Palmer stemming from the incident which occurred on May 14, 2021, in exchange for a full release of all claims. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

Resolution (097-24): A resolution authorizing a settlement payment of \$45,000 to settle all damage claims of Willie Lawrence stemming from the incident which occurred on November 2, 2022, in exchange for a full release of all claims. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, and Councilors Barnes, Garrett and Huff being absent for the meeting.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Mayor Pro Tem Allen to adjourn the March 12, 2024, Regular Council Meeting, seconded by Councilor Cogle and carried unanimously by the six members present, with Councilor Tucker being absent for the vote, Councilors Barnes, Garrett and Huff being absent for the meeting, and the time being 3:38 p.m.

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

File Attachments for Item:

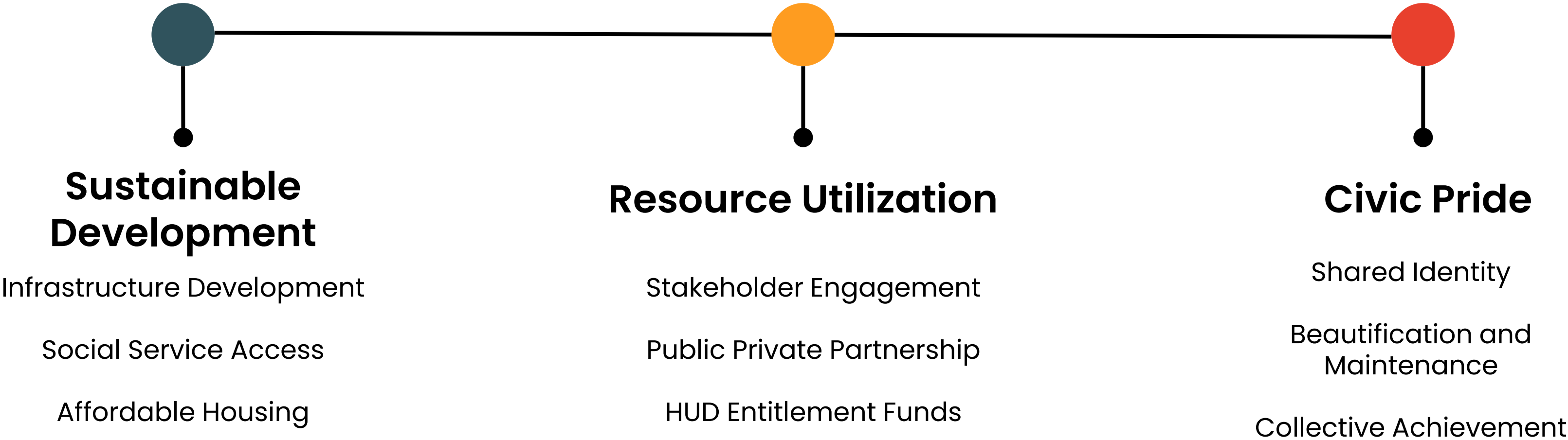
3. Proclamation: National Community Development Week & Community Development
Block Grant Month

Receiving: Rob Scott, Community Development, CCG

2024 National Community Development Week & Community Development Block Grant (CDBG) Month



CRD Community Development Logistical Process



HUD Entitlement Funds

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.



Community Development Block Grant (CDBG)

Focuses on benefiting low-income citizens by providing resources for livable neighborhoods, economic empowerment, and decent housing.



Home Investment Partnerships (HOME)

Designed exclusively to create affordable housing for low-income households.

CDBG Turns 50

Enacted by Congress in 1974 under the Housing and Community Development Act, CDBG provides necessary funding to communities across the country to address infrastructure, economic development, housing, disaster recovery, and other community needs.

C

August 22, 2024

D

Expended \$2.2 million in FY23

B

Served over 31,000 clients

G

Benefits our LMC Community



National Community Development Week Events

Annual Action Plan Public Hearing

Tuesday, April 2, 2024
5:30 PM

Columbus Public Library
Betty Van Cleave Meeting Room

3000 Macon Road
Columbus, GA 31906

Learn more about the FY25 Annual Action Plan, which will set priorities for the expenditure of HUD funding in FY2025.

The building is handicapped accessible. Need special accommodations to attend?

Contact Emma Kimbrel at 706-225-3931. The City TDD number is 1-800-225-0056

National Community Development Week Events



Land Bank Authority
Presents



INVEST IN COLUMBUS

Want to purchase property through the Land Bank?

Learn how to:

Apply - Work with the City - Understand Zoning
Get Financing - Invest in Columbus

**Columbus Public
Library**

3000 Macon Rd Columbus, GA 31906

Wednesday April 3, 2024
3:00PM – 5:00PM

CDBG Projects Completed Small Business Economic Relief Grant Program

Item #3.

Brief History

- Piloted with CDBG-CV (120K)
- 27 businesses served either creating or retaining 61 jobs
- \$5M in local ARPA funds
- 127 Businesses and 27 Nonprofits Served
- \$4M in State ARPA Funds
- Recognized by NCDA as a best practice.



CDBG Projects Underway Feeding The Valley



Item #3.

Partners

Feeding The Valley – RVRC
Columbus Building Authority

Funding Source

\$3,000,000 in CDBG–CV Funding
State of Georgia

Activity

Facilities Expansion

CDBG Projects Underway

Light The City



Partners

Department of Engineering

Funding Source

\$611K in CDBG Funding
Columbus Consolidated Government

Activity

Residential lighting Upgrade to increase roadway visibility and pedestrian safety at night.

CDBG Projects Underway Outdoor Fitness Stations



Item #3.

Partners

Department of Parks and Recreation

Funding Source

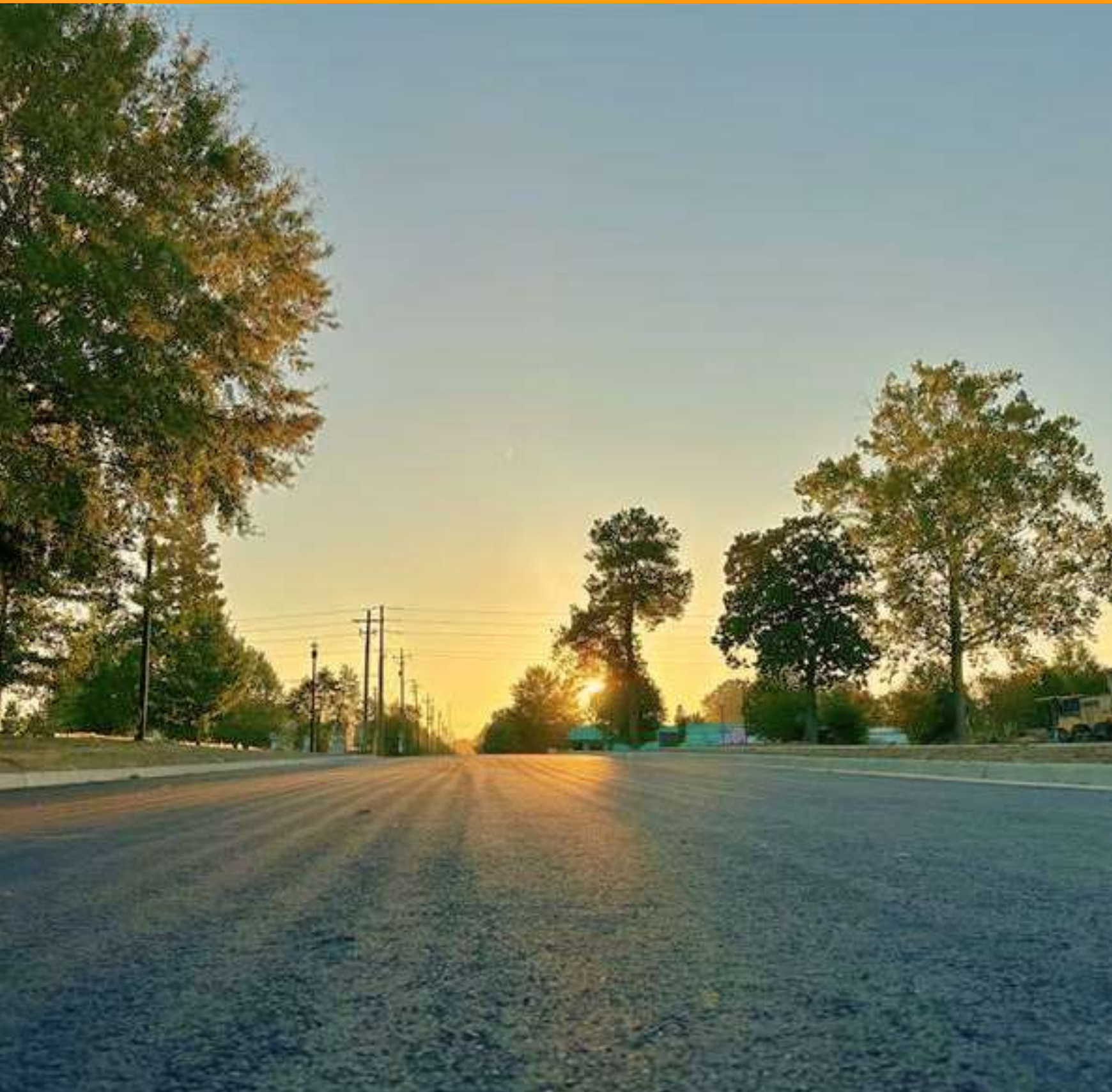
\$720K in CDBG Funding
Columbus Consolidated Government

Activity

Outdoor Fitness Stations for Cooper
Creek, Britt David, and Rigdon Parks

CDBG Projects Underway

5th Street Continuance



Item #3.

Partners

Housing Authority Columbus Georgia

Funding Source

\$720K in CDBG Funding
Columbus Consolidated Government

Activity

Restores Historical Grid Pattern and
supports the development of
Affordable housing on the Former BTW
location.

CDBG Projects Underway

1st Ave Accessibility



Partners

Department of Engineering
DragonFly Trail

Funding Source

\$650K in CDBG Funding
Columbus Consolidated Government

Activity

Bike/Pedestrian Trail along 1st Ave.,
providing multi-modal access from
the housing authority-owned property
Banks at Mill Village

CDBG Projects Underway

10th Ave Farmers Market



Item #3.

Partners

Department of Inspections and Codes

Funding Source

\$325K in CDBG Funding
Columbus Consolidated Government

Activity

Slum and Blight Remediation paving
the way for future redevelopment

CDBG Projects Underway

Shared Kitchen Project



Item #3.

Partners

Food Mill – Open Door – Truth Spring
Department of Parks and Recreation

Funding Source

\$750K in CDBG Funding
Columbus Consolidated Government

Activity

State certified space for cottage food industries, developing and growing their food-based businesses.

HOME Projects Underway Center of Hope



Partners

The Salvation Army

Funding Source

\$1,167,947 in HOME-ARP Funding
Columbus Consolidated
Government

Activity

21,260 square foot two story non
congregate emergency shelter with
programs that lift families from
poverty and homelessness.

Land Bank Authority Projects Underway

Item #3.

The Land Bank Authority carefully selects development partners for each property.

4 Chambers, LLC was selected for their experience in rehabilitation and providing quality housing.

Their work at 4019 Hickory Ave set them apart as distinguished development partners by transforming a dilapidated, abandoned house into a vibrant, safe single-family home within 8 months.



ARP Projects Forthcoming

HARP Program

Item #3.

Coming this Spring

- \$3 Million in ARP Funding
- Eligible applicants with household incomes below 80% of the Columbus Metro Fair Market Rents area median income
- Up to \$30,000 maximum award
- Repairs include:
 - Roofs
 - Critical systems
 - Doors/windows
 - Electrical
 - Plumbing
 - ADA Accessibility Improvements



City of Columbus ARP
Homeowner Accessibility
Rehabilitation Program

THANK YOU!

QUESTIONS?



COMMUNITY
REINVESTMENT
COLUMBUS CONSOLIDATED GOVERNMENT



File Attachments for Item:

1. 2nd Reading- REZN-11-23-0218: An ordinance amending the text of the Unified Development Ordinance (UDO) for Columbus, Georgia to add a new Article X to Chapter 4 pertaining to Electric Vehicle Infrastructure. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

AN ORDINANCE

NO. _____

An ordinance amending the text of the Unified Development Ordinance (UDO) for Columbus, Georgia to add a new Article X to Chapter 4 pertaining to Electric Vehicle Infrastructure.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

SECTION 1.

Chapter 4 of the UDO is amended by adding a new Article 10 to read as follows:

“ARTICLE 10. ELECTRIC VEHICLE INFRASTRUCTURE

Section 4.10.1. Intent; purpose.

An ordinance of Columbus Consolidated Government, providing definitions relating to electric vehicle infrastructure and standards to guide the development of electric vehicle infrastructure in order to protect the public health, safety, and welfare and avoid significant impacts on resources and adjacent uses.

By enacting this ordinance, it is the intent of Columbus Consolidated Government to:

1. Respond to and/or prepare for the increased need for electric vehicle infrastructure resulting from increased ownership and usage of electric vehicles;
2. Encourage the establishment of convenient, cost-effective electric vehicle infrastructure that such use necessitates.
3. Encourage the location of electric vehicle infrastructure, to the extent possible, in areas where any potential adverse impacts on the community will be minimized;

Section 4.10.2. Definitions; general provisions.

Accessible electric vehicle charging station: An electric vehicle charging station where the battery charging station is located within accessible reach of a barrier-free access aisle and the electric vehicle to enable access by disabled persons.

Battery charging station: An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles.

Battery electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. Any vehicle that operates exclusively on electrical energy from an offboard source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.

Charging levels: The standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms 1, 2, and 3 are the most common charging levels, and include the following specifications:

1. Level-1 is considered slow charging. Voltage including the range from 0 through 120.
2. Level-2 is considered medium charging. Voltage is greater than 120 and includes 240.
3. Level-3 is considered fast or rapid charging. Voltage is greater than 240.

Electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery electric vehicle; and (2) a plug-in hybrid electric vehicle.

Electric vehicle charging station: A public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level-1 or Level-2 charging equipment is permitted outright as an accessory use to any principal use.

Electric vehicle charging station – private restricted use: An electric vehicle charging station that is (1) privately owned and restricted access (i.e., single-family home, executive parking, designated employee parking) or (2) publicly owned and restricted (i.e., fleet parking with no access to the general public).

Electric vehicle charging station – public use: An electric vehicle charging station that is (1) publicly owned and publicly available (i.e., commuter parking, public library parking lot, on-street parking) or (2) privately owned and available to visitors of the use (i.e., shopping center parking).

Electric vehicle infrastructure: Conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.

Electric vehicle parking space: Any marked parking space that identifies

the use to be exclusively for the parking of an electric vehicle.

Non-electric vehicle: Any motor vehicle that is licensed and registered for operation on public and private highways, roads, and streets that does not meet the definition of electric vehicle.

Plug-in hybrid electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. An electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source; (3) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and (4) has the ability to travel powered by electricity.

Section 4.10.3. Applicability .

A. This ordinance shall apply to all electric vehicle infrastructure installed, constructed, or modified after the effective date of this Ordinance.

B. Electric vehicle infrastructure in place prior to the effective date of this ordinance shall not be required to meet the requirements of this ordinance unless substantial modification to the infrastructure is proposed.

C. All electric vehicle infrastructure shall be designed, built, and installed in accordance with applicable local, state, and federal codes, regulations, and standards.

Section 4.10.4. Requirements for Electric Vehicle Infrastructure.

A. Permitted Location.

1. Level-1 and Level-2 electric vehicle charging stations are permitted in every zoning district when accessory to the primary permitted use. Such stations located at one-family, multiple-family, and mobile home park dwellings shall be designated as private restricted use only. Installation shall be subject to permit approval administered by the Inspections and Codes Division.

2. Level-3 electric vehicle charging stations are permitted in all districts when accessory to the primary permitted use. Installation shall be subject to permit approval administered by the Inspections and Codes Division.

3. If the primary use of the parcel is the retail electric charging of vehicles, then the use shall be considered a gasoline service station for zoning purposes. Installation shall be subject to Inspections and Codes Division approval and located in zoning

districts which permit gasoline service stations.

B. Application and Approval.

1. Charging stations located at one-family, multiple-family, and mobile home park dwellings as accessory uses shall comply with the requirements of this ordinance and any applicable permitting requirements.
2. Charging stations located at commercial sites and as accessory uses shall comply with site review and permitting requirements. Charging stations shall not be located in subterranean spaces such as underground or below grade parking structures.
3. Charging stations located at commercial sites and as primary uses shall be subject to approval by the Inspections and Codes Division, and located in zoning districts which permit gasoline service stations. Site review and permitting requirements shall also apply.

C. General Requirements for Residential and Non-Residential Development.

1. Electric vehicle charging stations within single family residences are exempt from the below general requirements. This does not exempt electrical or other permit obligations.
2. Parking
 - a. An electric vehicle charging station space may be included in the calculation for minimum required parking spaces required.
 - b. Public electric vehicle charging stations are reserved for parking and charging electric vehicles only. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
3. Accessible Spaces: It is strongly encouraged, but not required, that a minimum of one
 - (1) accessible electric vehicle charging station be provided. Accessible electric vehicle charging stations shall not be located in close proximity to the building or facility entrance and connected to a barrier-free accessible route of travel. It is not necessary to designate the accessible electric vehicle charging station exclusively for the use of disabled persons.

4. Lighting: Site lighting shall be provided where an electric vehicle charging station is installed unless charging is for daytime purposes only.

5. Equipment Standards and Protection

a. Battery charging station outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the surface where mounted. Equipment mounted on pedestals, lighting posts, bollards, or other devices shall be designed and located as to not impede pedestrian travel or create trip hazards on sidewalks.

b. Adequate battery charging station protection, such as concrete-filled steel bollards, shall be used. Curbing may be used in lieu of bollards, if the battery charging station is setback a minimum of 24 inches from the face of the curb.

6. Usage Fees: The property owner or operator is not restricted from collecting a service fee for the use of an electric vehicle charging station made available to visitors of the property.

7. Signage

a. Information shall be posted identifying voltage and amperage levels and any time of use, fees, or safety information related to the electric vehicle charging station.

b. Each electric vehicle charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. For purposes of this subsection, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment.

8. Maintenance: Electric vehicle charging stations shall be maintained in all respects, including the functioning of the equipment. A phone number or other contact information shall be provided on the equipment for reporting when it is not functioning, or other problems are encountered.

9. Emergency Disconnect: For Electric Vehicle Charging Stations rated at more than 60 amps or more than 150 volts to ground, an approved remote means of disconnect must be installed in a readily accessible location and within sight of the electric charging connector. For Electric Vehicle Charging Stations designated for public use, a remote means of disconnect, approved by the fire code official, must be installed.

10. Decommissioning: Unless otherwise directed by the Columbus Consolidated Government, within ninety (90) days of cessation of use of the electric vehicle charging station, the property owner or operator shall restore the site to its original condition. Should the property owner or operator fail to complete said removal within ninety (90) days, the Columbus Consolidated Government shall conduct the removal and disposal of improvements at the property owner or operator's sole cost and expense.

Section 4.10.5. Appeals.

If the owner of an electric vehicle charging station is found to be in violation of the provisions of this Ordinance, appeals should be made in accordance with the established procedures of the Columbus Consolidated Government code.

Section 4.10.6. Effectiveness, Interpretation, Separability.

- A. This Article shall become effective immediately upon its adoption.
- B. All other portions, parts and provisions of the Unified Zoning Ordinance of Columbus Consolidated Government, as heretofore enacted and amended, shall remain in force and effect.
- C. All Ordinances, or parts of Ordinances, in conflict herewith are repealed.
- D. If any part of this ordinance conflicts with any other applicable federal, state, or local regulation, the more restrictive regulation shall control.
- E. If any section, clause, portion or provision of this ordinance is found unconstitutional, such invalidity shall not affect any other portion of this ordinance."

SECTION 2.

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

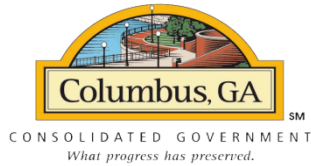
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12th day of March, 2024; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting _____

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

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



Planning Department

November 29, 2023

Honorable Mayor and Councilors
City Manager
City Attorney
Clerk of Council

This application comes at the request of the Columbus Consolidated Government.

Various requests to the UDO from staff.

Subject: (REZN-11-23-0218) Request to amend the text of the Unified Development Ordinance (UDO) for Key Lock Boxes and Electric Vehicle Infrastructure.

UNIFIED DEVELOPMENT ORDINANCE REVISIONS (Explanation of Revisions)

1. Explanation of Revisions: Amend Section 4.2.25

Section 4.2.25. KEY LOCK BOXES.

- A. *Required; exemptions.* Residential structures which are not gated and do not require fire alarm or sprinkler systems.

The following structures shall be equipped with a key lock box within ten feet of the main entrance, or other such location required by the Fire Chief. The lock box shall be affixed in a location of not less than four feet and not more than six feet above final grade:

1. Any new commercial structure

- (a) Any existing or new educational facility
 - (b) Any building or facility containing a quantity of hazardous materials which would require compliance with title III of SARA (superfund amendment reauthorization act).
 - (c) Any structure requiring a new or change of occupancy.

2. This section shall not apply to one- and two-family dwellings unless requested by the owner, in which case, the provisions of this section shall apply.

- B. *Time for installation.* All newly constructed structures subject to this section shall have the key lock box installed and operational prior to occupancy. All existing structures described in section (A) on the effective date hereof shall have twelve months to have a key lock box installed and operational.

- C. *Fire Department approved padlock and gated locations.* Any structure meeting the requirements of divisions (A) and (B) surrounded by a locked fence in an area barring access to the structure shall be required to utilize a padlock in conjunction with a key lock box which is utilized by the property/business owner, which is keyed to match the approved

multiple locked entrances through the fence, only one shall be required to utilize the Fire Department approved lock. Any new gated apartment complex location or one which changes ownership shall install an approved lock box device allowing emergency access.

D. *Type of lock box.* The Fire Chief shall designate the type of key lock box system to be implemented within the jurisdiction and shall have the authority to require all structures to use the designated system.

E. *Keys required in box.*

1. The owner or operator of a structure required to have a key lock box shall keep a key in the lock box for the following:

- (a) The main entrance door;
- (b) Alarm room (if one exists);
- (c) Mechanical and/or sprinkler control rooms;
- (d) Fire alarm control panel;
- (e) Electrical room;
- (f) Special keys to reset pull station;
- (g) Elevator keys (if an elevator exists); and
- (h) Any other room as specified by the Fire Chief.

2. These keys shall be labeled for easy identification in the field.

F. *Rules and Regulations.* The Fire Chief shall be authorized to implement rules and regulations for the use of the lock box system.

G. *Penalty.* Any person, firm, corporation, or agent, in violation of any requirements set forth in this article or otherwise comply with the requirements of this article shall be guilty of an offense, punishable as set forth in section 1-8 of the Columbus Code. Each such person shall be considered guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of this code is committed or continued, and upon conviction of any such violation, such person shall be punished as set forth in section 1-8 of the Columbus Code. Any person violating any provision of this article shall be fined a minimum of \$500.00 for the first offense and shall be fined a minimum of \$1,000.00 for a second and each subsequent offense at the same property location.

2. Explanation of Revisions: Amend Section 4.10.1

ARTICLE 10. ELECTRIC VEHICLE INFRASTRUCTURE

Section 4.10.1. Intent; purpose.

An ordinance of Columbus Consolidated Government, providing definitions relating to electric vehicle infrastructure and standards to guide the development of electric vehicle infrastructure in order to protect the public health, safety, and welfare and avoid significant impacts on resources and adjacent uses.

By enacting this ordinance, it is the intent of Columbus Consolidated Government to:

1. Respond to and/or prepare for the increased need for electric vehicle infrastructure resulting from increased ownership and usage of electric vehicles;
2. Encourage the establishment of convenient, cost-effective electric vehicle infrastructure that such use necessitates.
3. Encourage the location of electric vehicle infrastructure, to the extent possible, in areas where any potential adverse impacts on the community will be minimized;

Section 4.10.2. Definitions; general provisions.

Accessible electric vehicle charging station: An electric vehicle charging station where the battery charging station is located within accessible reach of a barrier-free access aisle and the electric vehicle to enable access by disabled persons.

Battery charging station: An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles.

Battery electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. Any vehicle that operates exclusively on electrical energy from an offboard source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.

Charging levels: The standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms 1, 2, and 3 are the most common charging levels, and include the following specifications:

1. Level-1 is considered slow charging. Voltage including the range from 0 through 120.
2. Level-2 is considered medium charging. Voltage is greater than 120 and includes 240.
3. Level-3 is considered fast or rapid charging. Voltage is greater than 240.

Electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. "Electric vehicle" includes: (1) a battery electric vehicle; and (2) a plug-in hybrid electric vehicle.

Electric vehicle charging station: A public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station equipped with Level-1 or Level-2 charging equipment is permitted outright as an accessory use to any principal use.

Electric vehicle charging station – private restricted use: An electric vehicle charging station that is (1) privately owned and restricted access (i.e., single-family home, executive parking, designated employee parking) or (2) publicly owned and restricted (i.e., fleet parking with no access to the general public).

Electric vehicle charging station – public use: An electric vehicle charging station that is (1) publicly owned and publicly available (i.e., commuter parking, public library parking lot, on-street parking) or (2) privately owned and available to visitors of the use (i.e., shopping center parking).

Electric vehicle infrastructure: Conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.

Electric vehicle parking space: Any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

Non-electric vehicle: Any motor vehicle that is licensed and registered for operation on public and private highways, roads, and streets that does not meet the definition of electric vehicle.

Plug-in hybrid electric vehicle: Any vehicle that is licensed and registered for operation on public and private highways, roads, and streets; either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board via a battery for motive purpose. An electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source; (3) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and (4) has the ability to travel powered by electricity.

Section 4.10.3. Applicability .

- A. This ordinance shall apply to all electric vehicle infrastructure installed, constructed, or modified after the effective date of this Ordinance.
- B. Electric vehicle infrastructure in place prior to the effective date of this ordinance shall not be required to meet the requirements of this ordinance unless substantial modification to the infrastructure is proposed.
- C. All electric vehicle infrastructure shall be designed, built, and installed in accordance with applicable local, state, and federal codes, regulations, and standards.

Section 4.10.4. Requirements for Electric Vehicle Infrastructure.

- A. Permitted Location.
 - 1. Level-1 and Level-2 electric vehicle charging stations are permitted in every zoning

district

when accessory to the primary permitted use. Such stations located at one-family, multiple-family, and mobile home park dwellings shall be designated as private restricted use only. Installation shall be subject to permit approval administered by the Inspections and Codes Division.

2. Level-3 electric vehicle charging stations are permitted in all districts when accessory to the primary permitted use. Installation shall be subject to permit approval administered by the Inspections and Codes Division.

3. If the primary use of the parcel is the retail electric charging of vehicles, then the use shall be considered a gasoline service station for zoning purposes. Installation shall be subject to Inspections and Codes Division approval and located in zoning districts which permit gasoline service stations.

B. Application and Approval.

1. Charging stations located at one-family, multiple-family, and mobile home park dwellings as accessory uses shall comply with the requirements of this ordinance and any applicable permitting requirements.
2. Charging stations located at commercial sites and as accessory uses shall comply with site review and permitting requirements. Charging stations shall not be located in subterranean spaces such as underground or below grade parking structures.
3. Charging stations located at commercial sites and as primary uses shall be subject to approval by the Inspections and Codes Division, and located in zoning districts which permit gasoline service stations. Site review and permitting requirements shall also apply.

C. General Requirements for Residential and Non-Residential Development.

1. Electric vehicle charging stations within single family residences are exempt from the below general requirements. This does not exempt electrical or other permit obligations.
2. **Parking**
 - a. An electric vehicle charging station space may be included in the calculation for minimum required parking spaces required.
 - b. Public electric vehicle charging stations are reserved for parking and charging electric vehicles only. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that would apply to any other vehicle that would park in that space.
3. **Accessible Spaces:** It is strongly encouraged, but not required, that a minimum of one (1) accessible electric vehicle charging station be provided. Accessible electric vehicle charging stations shall not be located in close proximity to the building or facility entrance and connected to a barrier-free accessible route of travel. It is not necessary to designate the accessible electric vehicle charging station exclusively for the use of disabled persons.
4. **Lighting:** Site lighting shall be provided where an electric vehicle charging station is installed unless charging is for daytime purposes only.

5. Equipment Standards and Protection

- a. Battery charging station outlets and connector devices shall be no less than 36 inches and no higher than 48 inches from the surface where mounted. Equipment mounted on pedestals, lighting posts, bollards, or other devices shall be designed and located as to not impede pedestrian travel or create trip hazards on sidewalks.
- b. Adequate battery charging station protection, such as concrete-filled steel bollards, shall be used. Curbing may be used in lieu of bollards, if the battery charging station is setback a minimum of 24 inches from the face of the curb.

6. Usage Fees: The property owner or operator is not restricted from collecting a service fee for the use of an electric vehicle charging station made available to visitors of the property.

7. Signage

- a. Information shall be posted identifying voltage and amperage levels and any time of use, fees, or safety information related to the electric vehicle charging station.
- b. Each electric vehicle charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. For purposes of this subsection, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment.

8. Maintenance: Electric vehicle charging stations shall be maintained in all respects, including the functioning of the equipment. A phone number or other contact information shall be provided on the equipment for reporting when it is not functioning, or other problems are encountered.

9. Emergency Disconnect: For Electric Vehicle Charging Stations rated at more than 60 amps or more than 150 volts to ground, an approved remote means of disconnect must be installed in a readily accessible location and within sight of the electric charging connector. For Electric Vehicle Charging Stations designated for public use, a remote means of disconnect, approved by the fire code official, must be installed.

10. Decommissioning: Unless otherwise directed by the Columbus Consolidated Government, within ninety (90) days of cessation of use of the electric vehicle charging station, the property owner or operator shall restore the site to its original condition. Should the property owner or operator fail to complete said removal within ninety (90) days, the Columbus Consolidated Government shall conduct the removal and disposal of improvements at the property owner or operator's sole cost and expense.

Section 4.10.5. Appeals.

If the owner of an electric vehicle charging station is found to be in violation of the provisions of this Ordinance, appeals should be made in accordance with the established procedures of the Columbus Consolidated Government code.

Section 4.10.6. Effectiveness, Interpretation, Separability.

- A. This ordinance shall become effective immediately upon its adoption.
- B. All other portions, parts and provisions of the Zoning Ordinance of Columbus Consolidated Government, as heretofore enacted and amended, shall remain in force and effect.

- C. All Ordinances, or parts of Ordinances, in conflict herewith are repealed.
- D. If any part of this ordinance conflicts with any other applicable federal, state, or local regulation, the more restrictive regulation shall control.
- E. If any section, clause, portion or provision of this ordinance is found unconstitutional, such invalidity shall not affect any other portion of this ordinance.

ADDITIONAL INFORMATION:

N/A

Recommendations:

The Planning Advisory Commission (PAC) considered this text amendment at their meeting on November 15, 2023. PAC recommended **approval** by a vote of 5-0.

The Planning Department recommends **approval**.

Sincerely,

Will Johnson
Planning Director

File Attachments for Item:

2. A Resolution of the Council of Columbus, Georgia (the “Council”), approving Resolutions of the Columbus Building Authority (the “Authority”); authorizing the issuance of its Series 2024 Taxable Lease Revenue Bonds in accordance with a request of the Council contained in its Resolution No. 463-23; to approve the best bid for the Series 2024 Taxable Bonds; to authorize the Mayor to transfer property to the Authority and to execute the Lease; to authorize the Mayor and other officials of Columbus to take such further actions as are necessary to provide for the issuance and delivery of the Series 2024 Taxable Bonds; and for other purposes. (Mayor Pro-Tem)

A RESOLUTION
NO. _____

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA (THE “**COUNCIL**”), APPROVING RESOLUTIONS OF THE COLUMBUS BUILDING AUTHORITY (THE “**AUTHORITY**”) AUTHORIZING THE ISSUANCE OF ITS SERIES 2024 TAXABLE LEASE REVENUE BONDS IN ACCORDANCE WITH A REQUEST OF THE COUNCIL CONTAINED IN ITS RESOLUTION NO. 463-23; TO APPROVE THE BEST BID FOR THE SERIES 2024 TAXABLE BONDS; TO AUTHORIZE THE MAYOR TO TRANSFER PROPERTY TO THE AUTHORITY AND TO EXECUTE THE LEASE; TO AUTHORIZE THE MAYOR AND OTHER OFFICIALS OF COLUMBUS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE SERIES 2024 TAXABLE BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the Council, as the governing body of Columbus, Georgia (“**Columbus**”), has requested, by Resolution No. 463-23, adopted on December 21, 2023, that the Authority finance the acquisition, renovations, additions and improvements to Golden Park, in accordance with the plans and specifications more particularly described in documents on file with the Clerk of Council; and

WHEREAS, the Authority by a bond resolution adopted on January 22, 2024 (the “**Parameters Resolution**”), authorized the issuance of its COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024 (the “**Series 2024 Taxable Bonds**”), in the aggregate principal amount not to exceed \$50,000,000, to provide funds needed to pay the costs, of the acquisition, renovation, improving, and equipping of Golden Park and other South Commons improvements, for use by Columbus (the “**Projects**”) and paying the costs of issuing the Series 2024 Taxable Bonds; and

WHEREAS, payment of the Series 2024 Taxable Bonds and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent (such term being defined in the hereinafter defined Lease) to be paid henceforth by Columbus for the use of the Projects pursuant to the provisions of a lease contract to be entered into as of the date of issuance of the Series 2024 Taxable Bonds (the “**Lease**”), the form of which is attached to the Parameters Resolution; and

WHEREAS, the Lease provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts to be set forth in the Lease sufficient to pay the principal of and interest due on the Series 2024 Taxable Bonds authorized, as the same shall become due and payable; and

WHEREAS, on February 16, 2024, the Superior Court of Muscogee County confirmed and validated the Series 2024 Taxable Bonds and the security therefor, and the form of the Lease to be entered into between the Authority and the Columbus, which will be pledged to the security and payment of the Series 2024 Taxable Bonds, was submitted as an integral part of the validation proceedings (Civil Action No. SU2024CV000224); and

WHEREAS, in anticipation of the offering and sale of the Series 2024 Taxable Bonds, officers of the Authority and Columbus have caused to be prepared and distributed a Preliminary Official Statement dated March 20, 2024, and have authorized the publication and distribution of an Official Notice of Sale dated March 20, 2024, seeking bids for the purchase of the Series 2024 Taxable Bonds of the Authority; and

WHEREAS, in accordance with the Official Notice of Sale, the Authority received electronic bids for the purchase of the Series 2024 Taxable Bonds on March 26, 2024, and the Finance Director of Columbus, with the assistance of Davenport & Company LLC, as financial advisor, reviewed the bids and determined that the best bid for the Series 2024 Taxable Bonds was submitted by Robert W. Baird & Co., Inc., and said bid is subject to approval by the Council and the Authority; and

WHEREAS, based on the best bid received and in order to establish the precise terms, conditions and particulars with respect to the sale, issuance and delivery of the Series 2024 Taxable Bonds, Council is requesting that the Authority adopt a supplemental bond resolution on March 27, 2024 (the “**Supplemental Resolution**”, and together with the Parameters Resolution, the “**Bond Resolution**”), which Supplemental Resolution supplements and amends the Parameters Resolution to establish, among other particulars of the Series 2024 Taxable Bonds, the principal amounts, maturity dates, interest payment dates, interest rates, and redemption provisions for each bond maturity within the parameters specified in the Parameters Resolution; and

WHEREAS, a certified copy of the Parameters Resolution is attached hereto as Exhibit A, and a copy of the form of the Supplemental Resolution to be adopted by the Authority is attached hereto as Exhibit B; and

WHEREAS, it is proper that the Council to approve the best bid for the Series 2024 Taxable Bonds, ratify the provisions of the Parameters Bond Resolution of the Authority and form of the Lease attached thereto, approve the form of the Supplemental Resolution of the Authority, and authorize the officials of Columbus to take such actions as are necessary and proper to carry out the execution of the Lease and the issuance and delivery of the Series 2024 Taxable Bonds.

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

1. The Council hereby approves and ratifies the actions of the Authority in proceeding with financing the acquisition, renovation, and equipping of the Projects through the issuance of the Series 2024 Taxable Bonds in accordance with the Bond Resolution, and hereby approves the actions taken or to be taken by the Authority, the Finance Director of Columbus, and officials of Columbus, including specifically the acceptance of the best bid from Robert W. Baird & Co., Inc. (copies of bids are on file with Columbus), ratification of the Parameters Resolution, approval of the form of the Supplemental Resolution, and the approval of the issuance of the Series 2024 Taxable Bonds.

2. Council authorizes the Mayor to execute such assignments, contracts or deeds as may be required to convey property to the Authority, which is to be property subject to the Lease and to direct any intermediaries which may acquire or hold property which is to become subject

to the Lease to convey the same to the Authority, and the Mayor is authorized to approve the form of such deeds and the exhibits thereto, and the Clerk of Council is authorized to attest the execution by the Mayor of such deeds and to affix the seal of Columbus to such documents.

3. The Council hereby approves the form of the Lease, the form of which is attached hereto as Exhibit C, and authorizes the Mayor, with the advice of the City Attorney, to negotiate and finalize the terms of the Lease, and the execution of the Lease by the Mayor shall be conclusive evidence of such approval.

4. The City Manager, Deputy City Manager, Finance Director, and other officials of Columbus are authorized and directed to provide such information as shall be necessary in connection with the preparation and delivery of the final Official Statement relating to the Series 2024 Taxable Bonds and the Mayor or Mayor Pro-tem is authorized to execute the final Official Statement

5. The Mayor, City Manager, Deputy City Manager, Finance Director, City Attorney and such other officers or agents of Columbus as may be required are directed to take such actions as are necessary to provide security for payment of the Series 2024 Taxable Bonds, to fulfill the obligations of Columbus pursuant to the Lease, and to execute closing documents necessary for the issuance of the Series 2024 Taxable Bonds, as the same shall be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

6. All provisions of Resolution No. 463-23, which are not in conflict herewith, are hereby restated, ratified, and confirmed, as fully as if set forth herein verbatim.

INTRODUCED at a regular meeting of the Council of Columbus, Georgia, held on March 26, 2024, and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

 Sandra T. Davis
 Clerk of Council

 B.H. "Skip" Henderson, III
 Mayor

(S E A L)

CERTIFICATE OF CLERK OF COUNCIL

I, the undersigned Clerk of Council of Columbus, Georgia, keeper of the records and the seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution of the Council of Columbus, Georgia, adopted March 26, 2024, an original of which resolution has been entered in the official records of Columbus, Georgia, under my supervision and is in my official possession, custody, and control.

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

(S E A L)

Sandra T. Davis
Clerk of Council

BOND RESOLUTION

A RESOLUTION OF THE COLUMBUS BUILDING AUTHORITY TO PROVIDE FOR THE ISSUANCE OF BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000 DESIGNATED AS THE COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024 (THE "SERIES 2024 TAXABLE BONDS"), PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA; PAYABLE SOLELY FROM THE FUNDS HEREIN PROVIDED FROM THE OWNERSHIP AND LEASING OF CERTAIN FACILITIES OF THE AUTHORITY; TO FINANCE, IN WHOLE OR IN PART, THE COST OF ACQUIRING, RENOVATING, IMPROVING AND EQUIPPING GOLDEN PARK AND OTHER SOUTH COMMONS IMPROVEMENTS FOR USE BY COLUMBUS (THE "PROJECTS"), TO APPROVE THE FORM OF THE LEASE CONTRACT WITH COLUMBUS FOR THE PROJECTS; TO PROVIDE FOR THE ISSUANCE, UNDER CERTAIN CIRCUMSTANCES, OF ADDITIONAL BONDS ON A PARITY, AS TO THE PLEDGE OF AND CHARGE OR LIEN ON THE BASIC RENTAL REVENUES OF THE PROJECTS WITH THE SERIES 2024 TAXABLE BONDS HEREBY AUTHORIZED; TO PROVIDE FOR THE CREATION OF CERTAIN FUNDS TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2024 TAXABLE BONDS; TO PROVIDE FOR THE REMEDIES OF THE OWNERS OF THE SERIES 2024 TAXABLE BONDS; AND FOR OTHER PURPOSES.

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Certain Terms	5
Section 102. Rules of Construction	7

ARTICLE II
AUTHORIZATION, TERMS AND FORM OF BONDS

Section 201. Designation and Authorization of Bonds.....	9
Section 202. Maturities, Interest Payment Dates, Date, Denominations, and Other Particulars of the Bonds.....	9
Section 203. Execution of Bonds.....	10
Section 204. Authentication of Bonds	10
Section 205. Mutilated, Destroyed or Lost Bonds.....	10
Section 206. Persons Treated as Owners of Bonds.....	11
Section 207. Validation Certificate.....	11
Section 208. Book-Entry Only System.....	11
Section 209. Delivery of Bonds	13
Section 210. Destruction of Canceled Bonds	13
Section 211. Form of Series 2024 Taxable Bonds.....	14

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Series 2024 Taxable Bonds.....	22
Section 302. Redemption of Parity Bonds.....	22
Section 303. Purchase of Bonds in Open Market	22

ARTICLE IV
APPLICATION OF PROCEEDS;
CONSTRUCTION FUND

Section 401. Application of Proceeds of Bonds.....	23
Section 402. Acquisition, Construction, and Equipping of the Projects	23
Section 403. Creation of Construction Fund	23
Section 404. Disbursements for Acquisition, Construction, and Equipping of the Projects	24
Section 405. Lien on Construction Fund for Bondowners	24
Section 406. Balance of Bond Proceeds.....	24

Bond Resolution

ARTICLE V
APPLICATION OF REVENUE;
FLOW OF FUNDS; PARITY BONDS; DEFEASANCE

Section 501.	Bonds as Limited Obligations of the Authority	25
Section 502.	Sinking Fund.....	25
Section 503.	Disbursements from Sinking Fund	25
Section 504.	Bonds Constitute First Lien	25
Section 505.	Pledge Binding on All Parties.....	25
Section 506.	Priority of Bonds Preserved	26
Section 507.	Parity Bonds.....	26
Section 508.	Bonds to be Canceled on Payment.....	27
Section 509.	Defeasance	27

ARTICLE VI
DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS;
AUTHORIZED INVESTMENTS

Section 601.	Funds Constitute Trust Funds	29
Section 602.	Deposits in Excess of FDIC Guarantee	29
Section 603.	Designation of Bond Registrar, Paying Agent, Sinking Fund Custodian and Custodian of the Construction Fund	29
Section 604.	Investment of Funds.....	29
Section 605.	Authorized Investments	30
Section 606.	Paying Agent Instructions.....	33
Section 607.	Paying Agent.....	33
Section 608.	Qualifications of Paying Agent; Resignation; Removal	34

ARTICLE VII
PARTICULAR COVENANTS OF THE AUTHORITY

Section 701.	Pledge of Security; Payment of Bonds	35
Section 702.	Basic Rent to be Deposited Directly to Sinking Fund	35
Section 703.	Performance of Covenants.....	35
Section 704.	Title and Instruments of Further Assurance.....	35
Section 705.	Recording and Filing.....	35
Section 706.	Checks, How Signed	35
Section 707.	Authority Will Not Cancel Lease	36
Section 708.	Continuing Disclosure	36

ARTICLE VIII
REMEDIES

Section 801.	Events of Default	37
Section 802.	Remedies	38
Section 803.	Termination of Proceedings.....	38
Section 804.	Limitation on Rights	38
Section 805.	Remedies Cumulative	38
Section 806.	Delay Not a Waiver	38
Section 807.	Application of Revenue on Default	38
Section 808.	Rights to Enforce Payment	39
Section 809.	Lessee Authorized to Cure Default.....	39

ARTICLE IX
SUPPLEMENTAL PROCEEDINGS

Section 901.	Supplemental Proceedings Not Requiring Consent of Bondowners	40
Section 902.	Supplemental Resolutions Requiring Consent of Bondowners	40
Section 903.	Amendments to Lease Not Requiring Consent of Bondowners	41
Section 904.	Amendments to Lease Requiring Consent of Bondowners	41
Section 905.	No Notation on Bonds Required.....	42
Section 906.	Proof of Execution and Ownership.....	42

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1001. Merger of Paying Agent.....	43
Section 1002. Resolution Constitutes Contract	43
Section 1003. Limitation on Liability from Sinking Fund	43
Section 1004. Validation.....	43
Section 1005. Partial Invalidity.....	43
Section 1006. Engagement of Professionals.....	44
Section 1007. Authorization of Lease.....	44
Section 1008. Designation of Bond Registrar and Paying Agent for the Bonds	44
Section 1009. General Authorization.....	44
Section 1010. Waiver of Performance Audit.....	44
Section 1011. [Reserved]	44
Section 1012. Table of Contents and Headings Not Part of Resolution.....	44
Section 1013. Effective Date	44
Section 1014. Repealer	44

Exhibit A: Form of the Lease

PREAMBLE

1. The Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), provides that:

“[A]ny county, municipality, school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provisions of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

2. The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, and the new charter for Columbus, Georgia, II Ga. L. 1993, p. 4978, at p. 5010, provides that:

1. . . . There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, . . . the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it.

* * *

3. (b) The word “project” shall mean and include . . . all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

* * *

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years, and

Bond Resolution

Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid . . .

* * *

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued . . . for the purpose of paying all or any part of the cost of any project, including . . . the purpose of refunding . . . any such bonds of the Authority theretofore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended . . . providing for the issuance of revenue bonds, and, . . . as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

3. Article IX, Sec. II. Par. III(a)(5) of the Constitution of the State of Georgia authorizes Columbus, Georgia (“**Columbus**”) to provide “[p]arks, recreational areas, programs, and facilities” for its citizens, and Article IX, Sec. IV, Par. II of the Constitution of the State of Georgia, further provides that Columbus “may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law.”

4. Columbus owns and operates recreational parks and facilities located in an area commonly referred to as the South Commons, which consists of recreational attractions, facilities and amenities for the use and enjoyment by the citizens of Columbus. Included in South Commons is Golden Park, an historic baseball stadium, which has been used by Columbus as a minor league baseball stadium and as a recreational attraction for collegiate and high school baseball and softball teams. Columbus has been in negotiations with a minor league baseball team (the “**Team**”), which holds a Professional Development League license, which gives the Team the right to be an affiliate of a Major League Baseball team, to relocate to Columbus and play its home preseason, regular season, and playoff games at Golden Park if Columbus will construct and equip certain additions and improvements to Golden Park to make it a first-class, state of the art, and multi-purpose minor league baseball stadium. Columbus has determined that renovations and improvements to Golden Park and other South Commons improvements will provide its citizens with a continuing

recreational benefit, will promote tourism and the economy of Columbus, and will benefit the revitalization and continuing redevelopment of certain property in the vicinity of Golden Park.

5. The Council of Columbus (the “**Council**”), as the governing body of Columbus, Georgia, has requested, by Resolution No. 463-23, adopted on December 21, 2023, that the Columbus Building Authority (the “**Authority**”) finance the acquisition, renovations, additions and improvements to Golden Park, in accordance with the plans and specifications more particularly described in documents on file with the Clerk of Council and, by this reference thereto, are incorporated herein and made a part hereof as fully set forth herein in their entirety, through the issuance of the Authority’s revenue bonds; and

6. The projects consist of various capital improvements, repairs and replacements to Golden Park and other South Commons improvements including, without limitation, improvements to Golden Park stadium seating, lighting, press boxes, locker rooms, concessions and kitchens, multi-purpose rooms and office space (collectively, the “**Projects**”).

7. The Authority has determined that the most feasible manner of acquiring, renovating, improving, and equipping the Projects is to issue its COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024, in the aggregate principal amount not to exceed \$50,000,000 (the “**Series 2024 Taxable Bonds**”), to be issued in one or more series, authorized to be issued under the provisions of this Resolution.

8. In consideration for the Authority’s issuance of the Series 2024 Taxable Bonds, Columbus shall transfer to the Authority the Projects and convey or cause to be conveyed to the Authority certain property (or its rights and title thereto, including rights of use and possession), including items of equipment or other facilities which comprise portions of the Projects as the same exists at the time of such transfer or conveyance.

9. Payment of the Series 2024 Taxable Bonds, and any bonds issued on a parity therewith, and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by Columbus for the use of the Projects pursuant to the provisions of a lease contract to be entered into as of the date of issuance of the Series 2024 Taxable Bonds (the “**Lease**”). The Lease, in substantially the form attached hereto as Exhibit A, provides for the payment by Columbus, as Lessee, to the Authority, or to its assignee for the account of the Authority, of the amounts provided in the Lease sufficient to pay the principal of and interest due on the Series 2024 Taxable Bonds authorized hereby on each interest or principal and interest payment date, and to pay other expenses authorized hereby to be incurred, all of which will appear more fully and clearly by reference to the terms and provisions contained in the Lease.

10. The Authority has determined that the issuance of Parity Bonds (hereinafter defined) by the Authority should be authorized, which Parity Bonds would rank as to the lien on the revenue of the Authority (hereinafter described) derived from the Projects *pari passu* with the Series 2024 Taxable Bonds herein authorized for the specific purpose of financing improvements or additions, real or personal, to any portion of the Projects, provided certain conditions as herein set forth are met.

11. It is necessary and proper that the Authority authorize its officers, attorneys, and agents to take such further actions as are necessary to market and sell the Series 2024 Taxable Bonds and to take all actions necessary for the issuance and delivery of the Series 2024 Taxable Bonds in accordance with the intents and purposes of this Resolution and such supplemental resolutions as may be hereafter adopted.

NOW, THEREFORE, BE IT RESOLVED by the Columbus Building Authority, legally constituted and acting as an instrumentality and a public corporation of the State of Georgia, in a public meeting lawfully called and assembled, and it is hereby resolved by authority of the same that all actions of the Authority contemplated herein are determined to be in furtherance of the purposes of the Authority, the Projects are authorized under the Act, and have been determined to be desirable for the use of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions, and that:

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

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

“Additional Rent” means the additional rent described in Section 5.04 of the Lease.

“Authentication Agent” means the Finance Director of Columbus.

“Authority” means the Columbus Building Authority, a body corporate and politic, which is an instrumentality and a public corporation of the State of Georgia, and any other public corporation, entity, body or authority to which is hereafter transferred or delegated by law the duties, powers, authorities, obligations or liabilities of the present Authority, either in whole or in relation to the Projects.

“Authorized Authority Representative” means the person or persons at the time designated to act on behalf of the Authority by written certificate furnished to the Lessee, containing the specimen signature of each such person, signed on behalf of the Authority by its Chairman.

“Authorized Lessee Representative” means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Authority, containing the specimen signature of each such person, signed on behalf of the Lessee by its Mayor or City Manager.

“Basic Rent” means all sums required to be paid on the dates and in the amounts set forth in the Lease executed in connection with the issuance of the Series 2024 Taxable Bonds, which sums shall be sufficient to pay the principal of and interest on the Series 2024 Taxable Bonds as the same become due and payable.

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

“Bond Date” means the date of the original issuance and delivery of the Series 2024 Taxable Bonds.

“Bond Registrar” means the Finance Director of Columbus.

“Bondholder,” “Bondholders,” “holder,” “Holder,” or “owner of the Bonds” means the registered owner of any Bond.

“Bondowner” or “Owner” or “Registered Owner” means the registered owner of any Bond or its assigns and does not mean any beneficial owner of the Bonds whether through the book-entry only system of DTC or otherwise.

“Bonds” means, the Series 2024 Taxable Bonds and from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“Business Day” means a day on which banks located in the city in which the office of the Paying Agent is located, and banks in New York, New York, are not required or authorized by law or executive order to remain closed.

“Cede & Co.” means Cede & Co., the nominee of DTC or any successor nominee of DTC with respect to the Bonds.

“Columbus” and **“Columbus, Georgia,”** and other terms making reference thereto, mean the present government of Columbus, Georgia, and the governing body thereof and any successor or successors in office to said governing body or any person, body or authority to whom or to which may hereafter be delegated by law the duties, powers, authority, obligations or liabilities of the present body, either in whole or in relation to the Lease.

“Construction Fund” means the COLUMBUS BUILDING AUTHORITY SERIES 2024 CONSTRUCTION FUND created in Section 403.

“Construction Fund Custodian” means such bank designated by the Finance Director of Columbus.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by Columbus and dated the date of issuance and delivery of the Series 2024 Taxable Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“DTC” means The Depository Trust Company, a New York corporation, its successors and assigns.

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

“Finance Director” means the Finance Director of Columbus.

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

“Interest Payment Date” means the dates in each year on which interest shall be paid on the Series 2024 Taxable Bonds, which shall be specified in a supplemental bond resolution of the Authority adopted prior to the issuance and delivery of the Series 2024 Taxable Bonds.

“Lessee” means Columbus.

“O.C.G.A.” means Official Code of Georgia Annotated.

“Outstanding” or **“Bonds Outstanding”** means all Bonds which have been executed and delivered pursuant to this Resolution except:

- (a) Bonds canceled because of payment;
- (b) Bonds for the payment of which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the Bonds (whether upon or prior to the maturity date of any such Bonds); and
- (c) Bonds in lieu of which other Bonds have been executed and delivered under Section 206 of this Resolution.

“Parity Bonds” means any revenue bonds which may be issued on a parity with the Series 2024 Taxable Bonds in accordance with the terms of this Resolution.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Paying Agent” means the Finance Director of Columbus.

“Projects” means the acquisition, renovation, improving and equipping of Golden Park and other South Commons improvements, as more particularly described in the Preamble.

“Record Date” means the 15th day of the calendar month preceding each Interest Payment Date.

“Resolution” means this bond resolution, including any supplements or amendments hereto.

“Series 2024 Taxable Bonds” means the COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024, in the aggregate principal amount not to exceed \$50,000,000.

“Sinking Fund” means the COLUMBUS BUILDING AUTHORITY SERIES 2024 SINKING FUND created in Section 502.

“State” means the State of Georgia.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “herein-before,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

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

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

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

[END OF ARTICLE I]

ARTICLE II AUTHORIZATION, TERMS AND FORM OF BONDS

Section 201. Designation and Authorization of Bonds. Revenue bonds designated COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024, in the aggregate principal amount not to exceed \$50,000,000 are hereby authorized to be issued for the purposes aforesaid pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, *et seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the Authority and pursuant to this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Series 2024 Taxable Bonds without preference, priority or distinction as to the charge, lien or otherwise of any one Bond over any other Bond.

Section 202. Maturities, Interest Payment Dates, Date, Denominations, and Other Particulars of the Bonds.

(a) The Series 2024 Taxable Bonds shall be dated as of their date of issuance and delivery (the “**Bond Date**”), shall bear interest payable semi-annually (each an “**Interest Payment Date**”) on the dates, at an interest rate not to exceed 7.00% per annum, may be subject to redemption, and shall mature in the years and principal amounts to be set forth in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2024 Taxable Bonds, with a final maturity date not later than January 1, 2054. The annual principal of and interest on the Series 2024 Taxable Bonds shall not exceed \$5,500,000. The Series 2024 Taxable Bonds as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Bond Registrar.

(b) Each Bond shall, except as provided in this Section, bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest on the Bonds has been paid, unless (i) such date of authentication is an Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date, (ii) such date of authentication of such Bond is after the Record Date with respect to an Interest Payment Date and prior to such Interest Payment Date, in which case from such Interest Payment Date, or (iii) no interest has been paid on the Bonds, in which case from the Bond Date.

(c) The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name outstanding Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the Owners of the Bonds not less than 30 days preceding such subsequent date of record.

(d) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of the Bonds shall be payable upon the presentation and surrender of the same at the designated office of the Paying Agent. The interest on the Bonds shall

Bond Resolution

be paid by check or draft mailed by the Paying Agent on the date said interest is due by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary.

(e) The Bonds shall be issued as fully registered bonds in the denomination of \$5,000 in principal amount or any integral multiple thereof and substantially in the form described in Section 211, with such variations, omissions, substitutions and insertions as are therein required or permitted.

Section 203. Execution of Bonds.

(a) Pursuant to the provisions of O.C.G.A. § 36-82-140, the Bonds will be executed with the manually executed or engraved, imprinted, stamped or otherwise reproduced facsimile of the signature of the Chairman of the Authority and the facsimile seal of the Authority will be imprinted or otherwise reproduced and attested by the manually executed or facsimile signature of the Secretary of the Authority. The Bonds will be issued in fully registered form.

(b) In case any officer whose facsimile signature shall appear on the Bonds shall cease to be such officer before delivery of the Bonds, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until delivery, and the Bonds may, nevertheless, be issued and delivered as though the person whose signature appears on the Bonds had not ceased to be such officer. Any of the Bonds may be executed and sealed on behalf of the Authority by the facsimile signatures of such officers who may, at the time of the execution of the Bonds, hold the proper offices of the Authority although on the date of the Bonds or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

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

Section 205. Mutilated, Destroyed or Lost Bonds.

(a) In the event any Bond is mutilated, lost, stolen or destroyed, the Authority will execute and deliver a new Bond of like tenor as that mutilated, lost, stolen or destroyed, provided

that, in the case of any such mutilated Bond, such Bond is first surrendered to the Bond Registrar and, in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to the Authority, together with indemnity satisfactory to the Authority. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. All responsibility with respect to the issuance of any such new bonds shall be on the Bond Registrar and not on the Clerk of the Superior Court whose signature shall appear on the validation certificate, and said Clerk shall have no liability in the event of an over-issuance occurs. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the Authority may pay such Bond without surrender thereof.

(b) In executing a new Bond as provided for in this Section 205, the Authority may rely conclusively upon a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

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

Section 207. Validation Certificate. A validation certificate of the Clerk of the Superior Court of Muscogee County, State of Georgia, properly executed by said Clerk will be endorsed on each Bond and will be essential to its validity.

Section 208. Book-Entry Only System. The Bonds are hereby authorized to be issued in book-entry only form, with no physical distribution of Bonds made to the public. If Bonds are issued as book-entry bonds, the following procedures shall apply thereto:

The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond of each series certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

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

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

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

If a book-entry system of evidence and transfer of ownership of the Bonds is discontinued pursuant to the provisions of this Section, the Bonds shall be delivered solely as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions of Article II hereof. In addition, Columbus or the Authority will pay all costs and fees associated with the printing of the Bonds and issuance of the same in certificated form.

SO LONG AS CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS NOMINEE FOR DTC, IS THE SOLE BONDHOLDER, COLUMBUS, THE AUTHORITY AND THE BOND REGISTRAR WILL TREAT CEDE & CO. OR SUCH OTHER NOMINEE AS THE ONLY OWNER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING, AND REQUESTING OR DIRECTING COLUMBUS, THE AUTHORITY OR THE PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE RESOLUTION. COLUMBUS AND THE AUTHORITY HAVE NO RESPONSIBILITY OR OBLIGATION TO THE DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT TO ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (C) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; OR (D) OTHER ACTION TAKEN BY DTC OR CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS OWNER.

If the Bonds are issued as book-entry bonds, the form of the Bonds shall contain the following text:

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

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

Section 209. Delivery of Bonds. The Authority shall execute the Bonds and deliver them to the Bond Registrar, and the Bond Registrar shall authenticate the Bonds and deliver them to the purchaser or purchasers as shall be designated by the Authority.

Section 210. Destruction of Canceled Bonds. All Bonds paid, purchased or redeemed, either at or before maturity, shall be canceled and delivered to the Bond Registrar when such

payment is made. All Bonds so canceled shall be destroyed upon their delivery to the Bond Registrar in accordance with the practice then prevailing with the Authority and record of such destruction shall be made and preserved in the permanent records of the Authority.

Section 211. Form of Series 2024 Taxable Bonds. The Series 2024 Taxable Bonds and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following terms and form with such variations, omissions, substitutions and insertions as may be required to complete properly each respective Series 2024 Taxable Bond and as may be approved by the officer or officers executing each Series 2024 Taxable Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[FORM OF SERIES 2024 TAXABLE BONDS]

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Columbus Building Authority or its agent for registration of transfer, exchange, or payment, and any Series 2024 Taxable Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R -

UNITED STATES OF AMERICA
STATE OF GEORGIA

COLUMBUS BUILDING AUTHORITY
TAXABLE LEASE REVENUE BOND, SERIES 2024

Maturity Date: _____, 20____

CUSIP:

Interest Rate: _____%

Principal Amount: \$ _____

Bond Date: [Date of Issuance and Delivery]

Registered Owner: Cede & Co.

The Columbus Building Authority (the "Authority"), an instrumentality and a public corporation of the State of Georgia, created by an amendment to the Constitution of the State of Georgia, Ga. L. 1966, p. 946, as amended (the "Act"), for value received hereby promises to pay to, or cause to be paid to the registered owner specified above or to payee's registered assigns, the principal sum specified above, solely from funds provided therefor as hereinafter set forth on the maturity date specified above, upon presentation and surrender of this Series 2024 Taxable Bond ("this Bond") for cancellation at the office of the Finance Director of Columbus, as Paying Agent and Bond Registrar, and to pay to the registered owner hereof, by check or draft mailed by first class mail (or by wire transfer to the registered owner of Series 2024 Taxable Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date (hereinafter defined) which wire instructions shall remain in effect until the Paying Agent is notified to the contrary) to such owner at such owner's address as it shall appear on the bond register kept by the Bond Registrar, interest on such principal amount from the date hereof or from the most recent interest payment date to which interest has been paid at the rate per annum specified above, payable semi-annually on _____ 1 and _____ 1 (each an "Interest Payment Date") in each year, beginning [_____, 20____], until the obligation with respect to the payment of such principal sum shall be discharged.

Bond Resolution

The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date (the "Record Date"); provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name outstanding Series 2024 Taxable Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the owners of the Series 2024 Taxable Bonds not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

This Bond is one of a duly authorized series of bonds designated COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024 (the "Series 2024 Taxable Bonds"), of like date and tenor, except as to numbers, interest rates, date of maturity, and redemption provisions, issued in the aggregate principal amount of \$_____ to provide funds needed to pay the costs, of the acquisition, renovation, improving, and equipping of Golden Park and other South Commons improvements, for use by Columbus, Georgia (the "Projects") and paying the costs of issuing the Series 2024 Taxable Bonds. The Series 2024 Taxable Bonds are issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, *et seq.*, the general laws of the State of Georgia, and the Act, and were duly authorized by a bond resolution adopted by the Authority on _____, 2024, as supplemented and amended on _____, 2024 (together, the "Resolution").

The payment of the Series 2024 Taxable Bonds and any bonds issued on a parity therewith and the interest thereon is secured by a first and prior pledge of and charge or lien on the rental revenues to be paid by Columbus for the use of the Projects pursuant to the terms of a Lease Contract, dated as of _____, 2024 (the "Lease"), pursuant to the powers and authority therefor provided by the Constitution and laws of the State of Georgia. The Lease provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts provided in the Lease sufficient to pay the principal of and interest due on the Series 2024 Taxable Bonds on each interest or principal and interest payment date, and to pay other expenses authorized hereby to be incurred.

THIS BOND SHALL NOT CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA OR COLUMBUS, BUT SHALL BE PAYABLE SOLELY FROM THE RENTALS, REVENUE, EARNINGS AND FUNDS OF THE AUTHORITY ARISING FROM THE PROJECTS AS PROVIDED IN THE LEASE AND THE RESOLUTION, AND THE ISSUANCE OF THIS BOND SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF

Bond Resolution

GEORGIA OR COLUMBUS TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATEVER FOR THE PAYMENT HEREOF.

No owner of this Bond shall have the right to enforce the payment hereof against any property of the State of Georgia or Columbus, nor shall this Bond constitute a charge, lien or encumbrance, legal or equitable, upon any such property; provided, however, that in accordance with the provisions of the Constitution and laws of the State of Georgia, the obligation of Columbus to make the payments it has contracted to make by the provisions of the Lease shall constitute a general obligation and a pledge of the full faith and credit of Columbus, and the obligation which Columbus has undertaken to make such payments from taxes to be levied for that purpose is a mandatory obligation to levy and collect such taxes from year to year in amount sufficient to fulfill and fully comply with the terms of such obligation.

In addition to the aggregate principal amount of the Series 2024 Taxable Bonds, the Authority, under certain conditions as provided in the Resolution, may issue additional revenue bonds which, if issued in accordance with such provisions, will rank *pari passu* with the Series 2024 Taxable Bonds with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof.

As provided in the Resolution, the Series 2024 Taxable Bonds are limited obligations of the Authority. There are pledged under the Resolution and assigned for the payment of the principal of and interest on the Series 2024 Taxable Bonds, in accordance with the terms and provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, (i) the Lease, including the revenues and other receipts of the Authority derived from the Lease, (ii) the funds established by the Resolution, including the investments, if any, thereof, and, (iii) certain insurance proceeds and condemnation awards payable to the Sinking Fund (hereinafter defined) in accordance with the Lease. Copies of the Resolution and the Lease are on file at the offices of the Authority, the offices of Columbus, and at the principal corporate trust office of the Paying Agent.

Reference to the Resolution and the Lease is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on the Series 2024 Taxable Bonds, a complete description of the nature and extent of the security provided for the payment of the Series 2024 Taxable Bonds, a statement of the rights, duties and obligations of the Authority, and the rights of the owners of the Series 2024 Taxable Bonds, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

Prior to or contemporaneously with the execution of the Lease, the Authority may acquire from Columbus title to all or a portion of the Projects, including easements or rights to use or possession therein, as held by Columbus, and all facilities comprising such portions of the Projects shall thereupon become subject to the provisions of the Lease. Any portions of the Projects acquired with proceeds of the Series 2024 Taxable Bonds subsequent to the execution of the Lease shall immediately become subject to the provisions of the Lease, and the Authority and Columbus will take such actions as are necessary to amend the Lease to reflect the inclusion of such property under the provisions thereof. As more specifically provided in the Lease, any property constituting a portion of the Projects may be released and removed from the Lease, upon the request of Columbus;

provided however, that any such removal shall in no way adversely affect the obligations of Columbus to make payments of Basic Rent and Additional Rent in accordance with the Lease.

The pledge of and the charge or lien on the revenue to be derived from the ownership and leasing of the Projects to secure the payment of the Series 2024 Taxable Bonds and the interest thereon is a first and prior pledge of and charge or lien on such revenue, and the Lease provides that the portion of such revenue paid in the form of Basic Rent, described in the Resolution, shall be deposited directly by Columbus into a special fund, designated the Columbus Building Authority Series 2024 Sinking Fund (the "Sinking Fund"), in amounts sufficient to pay the principal of and interest on the Bonds which are now or which may be hereafter outstanding as such principal and interest shall become due and be payable, and the Sinking Fund, by the provisions of the Resolution, is pledged to and charged with the payment of the principal of and interest on the Bonds.

[Optional redemption language here]

[Scheduled mandatory redemption language here]

This Bond is transferable as provided in the Resolution only upon the books of the Authority kept for that purpose at the principal corporate trust office of the Bond Registrar by the Registered Owner hereof in person, or by such Owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or such Owner's duly authorized attorney, and thereupon a new registered Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of any charges therein prescribed. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes.

The Series 2024 Taxable Bonds are issuable as fully registered bonds in the principal denomination of \$5,000 or any integral multiple thereof. Subject to the limitations provided in the Resolution, Series 2024 Taxable Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like principal amount of Series 2024 Taxable Bonds of the same series and maturity and of other authorized denominations.

In certain events, on the conditions, in the manner, and with the effect set forth in the Resolution, the principal of all Series 2024 Taxable Bonds then outstanding together with the interest thereon may become or may be declared to be due and payable before the stated maturities thereof.

To the extent and in the manner permitted by the Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of the Series 2024 Taxable Bonds may be made by the Authority with the consent of the owners of at least two-thirds in principal amount of the Series 2024 Taxable Bonds then outstanding without necessity for notation hereon or reference thereto.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by execution by the Authentication Agent, by manual signature of the certificate hereon endorsed.

IN WITNESS WHEREOF, the Columbus Building Authority has caused this Bond to be executed with the manual signature of its Chairman, and has caused a its corporate seal to be hereunto impressed and attested with the manual signature of its Secretary, as of the date of its authentication.

COLUMBUS BUILDING AUTHORITY

By: _____ (Form)
Chairman

(SEAL)

Attest: _____ (Form)
Secretary

AUTHENTICATION CERTIFICATE

This Bond is one of the Series 2024 Taxable Bonds described herein.

Date of Authentication: [Date of Issuance]

By: _____
Finance Director of Columbus

STATE OF GEORGIA)
)
MUSCOGEE COUNTY)

VALIDATION CERTIFICATE

The undersigned Clerk of the Superior Court of Muscogee County, Georgia, hereby certifies that the within Bond was validated and confirmed by judgment of the Superior Court of Muscogee County, Georgia, on _____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the Superior Court of Muscogee County, Georgia.

(S E A L)

(Form)
Clerk
Superior Court of Muscogee County, Georgia

Bond Resolution

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address, including postal zip code of transferee.

_____ the within Bond
and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____ Agent to transfer the within Bond on the books
kept for registration thereof, with full power of substitution in the premises.

Assignor

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

Date: _____

Signature Guaranteed:

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

[END OF SERIES 2024 TAXABLE BOND FORM]

[END OF ARTICLE II]

Bond Resolution

ARTICLE III REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Series 2024 Taxable Bonds. Provisions relating to optional redemption and scheduled mandatory redemption of the Series 2024 Taxable Bonds shall be set forth in a supplemental resolution of the Authority described in Section 202(a).

Section 302. Redemption of Parity Bonds. Parity Bonds may be made subject to redemption either mandatorily or at the option of the Authority prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Bonds. In the event Parity Bonds are hereafter issued, such Parity Bonds of any such future issue or issues may be redeemed in whole or in part before the maturity of the Series 2024 Taxable Bonds, subject to the Sinking Fund requirements herein prescribed, and subject to the call provisions of such future Parity Bond series; provided, however, the Authority is not restricted hereby from acquiring as a whole, by redemption or otherwise, all Outstanding Bonds of all such issues from any money which may be available for that purpose.

Section 303. Purchase of Bonds in Open Market. Nothing herein contained shall be construed to limit the right of the Authority at the direction of Columbus to purchase Series 2024 Taxable Bonds in the open market, at a price not exceeding the then applicable redemption price of the Series 2024 Taxable Bonds to be acquired, or at par and accrued interest for Series 2024 Taxable Bonds not then subject to redemption, from funds in the Sinking Fund, subject to the Sinking Fund requirements herein prescribed. Any such Series 2024 Taxable Bonds so purchased shall not be reissued and shall be canceled.

[END OF ARTICLE III]

ARTICLE IV

APPLICATION OF PROCEEDS; CONSTRUCTION FUND

Section 401. Application of Proceeds of Bonds. The proceeds derived from the sale of the Series 2024 Taxable Bonds shall be applied by the Authority as set forth in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2024 Taxable Bonds.

Section 402. Acquisition, Construction, and Equipping of the Projects. The Authority will accept the transfer from Columbus or such other subordinate authority or entity of Columbus which may hold title, easements, or rights of use or possession to any property comprising the Projects and not previously conveyed pursuant to one or more deeds, and the Authority or Columbus, as Lessee, either directly or through one or more of its subordinated authorities, departments, or agencies, on behalf of the Authority, will proceed with the acquisition, construction, and equipping of the Projects, substantially in accordance with recommendations, plans, and specifications prepared for and on file with Columbus.

The Authority may also acquire such construction easements as may be required for construction of portions or phases of the Projects. All or a portion of the property, or interests therein, comprising parts of the Projects may be acquired by the Authority with proceeds of the Series 2024 Taxable Bonds subsequent to execution of the Lease and the issuance and delivery of the Series 2024 Taxable Bonds. Any such portion of the Projects acquired with proceeds of the Series 2024 Taxable Bonds, subsequent to the execution of the Lease, shall immediately become subject to the provisions thereof, and the Authority and Columbus will take such actions as are necessary to amend such Lease to reflect the inclusion of such property under the provisions thereof.

Section 403. Creation of Construction Fund. A construction fund is hereby authorized to be created prior to the issuance of the Bonds, designated the COLUMBUS BUILDING AUTHORITY SERIES 2024 CONSTRUCTION FUND (the “**Construction Fund**”). There shall be deposited to the credit of the appropriate fund or account within the Construction Fund the amount of the proceeds from the sale of the Series 2024 Taxable Bonds as specified in Section 401 and any other funds acquired by gift, donation, grant, or otherwise for the acquisition and installation of the Projects and any additional funds which may be required to be furnished by the Authority or Columbus. Any proceeds of insurance maintained pursuant to Article VII of the Lease which are received by the Authority or the Lessee, and sums received by reason of performance bonds with respect to any portions of the Projects shall be paid *pro rata* into the Construction Fund. Such money as deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Article, and the Authority will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of current obligations during the course of the acquisition and the installation of the Projects, upon direction of the Authorized Authority Representative, may be invested and reinvested by the Construction Fund Custodian in such investments as are set forth in Section 605 of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held by the Custodian

for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided or permitted.

Section 404. Disbursements for Acquisition, Construction, and Equipping of the Projects. From and after the initial disbursements from the Construction Fund as approved by the Authorized Authority Representative, the Authority will cause the Lessee which, by the provisions of the Lease, has been and hereby is designated as the agent of the Authority for such purpose, to complete, on behalf of the Authority, the acquisition, construction, and equipping of the Projects, including the acquisition of property, rights-of-ways, and easements as soon as may be practicable delays incident to strikes, riots, acts of God and the public enemy, and similar acts beyond the reasonable control of the Authority and the Lessee, only, excepted. The Authority will cause the Lessee promptly to pay all expenses incurred in and about such acquisition, construction, and equipping of the Projects and shall make disbursements from the appropriate fund or account within the Construction Fund for all such costs on the requisition of the Lessee, which requisition shall be signed on behalf of the Lessee by the Authorized Lessee Representative. No provisions of this Resolution shall be construed as prohibiting Columbus from proceeding with the acquisition or condemnation of property, rights-of-way, and easements and the acquisition and installation of equipment and other facilities comprising the Projects in its name or from subsequently selling or otherwise transferring such property or rights in property to the Authority.

Section 405. Lien on Construction Fund for Bondowners. All proceeds held in the Construction Fund or obligations held for such fund shall be subject to a lien or charge in favor of the owners of the Series 2024 Taxable Bonds and shall be held for the future security of such owners until paid out as herein provided.

Section 406. Balance of Bond Proceeds. When the Projects shall have been completed, should there then be remaining any balance of the proceeds from the sale of the Series 2024 Taxable Bonds, such balance, at the option of the Lessee, may be used to pay for additional improvements, equipment, or other facilities relating to the Projects or be deposited in the Sinking Fund and used, to the extent practicable and feasible, for the purchase and retirement of Series 2024 Taxable Bonds or applied against the payment of Basic Rent.

[END OF ARTICLE IV]

ARTICLE V
APPLICATION OF REVENUE;
FLOW OF FUNDS; PARITY BONDS; DEFEASANCE

Section 501. Bonds as Limited Obligations of the Authority. The Series 2024 Taxable Bonds are limited obligations of the Authority payable solely from the special funds and accounts established under this Resolution derived from proceeds received from the sale of the Series 2024 Taxable Bonds and from the revenue, rents, and other amounts received by the Authority under the Lease.

Section 502. Sinking Fund.

(a) There is hereby created and the Authority will maintain, for so long as any of the Bonds remain outstanding and unpaid or provision for the payment thereof has not been made in accordance with the provisions hereof, a special fund designated COLUMBUS BUILDING AUTHORITY SERIES 2024 SINKING FUND (the “**Sinking Fund**”). The Sinking Fund may be divided into separate funds or sub-accounts to provide for the repayment of the Series 2024 Taxable Bonds and any Parity Bonds hereafter issued, and for the investment of funds inside the Sinking Fund for the Series 2024 Taxable Bonds and Parity Bonds.

(b) So long as any of the principal of or interest on the Bonds remains outstanding and unpaid, the Authority will cause to be paid by the Lessee, directly to the Sinking Fund, the Basic Rent for which provision is made in the Lease for the purpose of paying the principal of and interest on the Bonds. The Sinking Fund will be used only for payment of the principal of and interest on the Bonds as the same shall become due without preference or priority of any one Bond over any other Bond.

(c) Nothing herein shall be construed so as to prohibit the Authority from maintaining directly or through the Finance Director a consolidated fund for outstanding Bonds provided that accurate and complete records are maintained at all times to show the amount within such consolidated fund credited to the Sinking Fund.

Section 503. Disbursements from Sinking Fund. Subject to the terms and conditions of this Resolution, money in the Sinking Fund will be disbursed for (a) the payment of interest on the Bonds as such interest falls due, (b) the payment of the principal on the Bonds, (c) the redemption of Bonds before maturity at the price and under the conditions provided therefor in Article III hereof, and (d) the purchase, at prices not to exceed par and accrued interest, and retirement of the Bonds before their maturity.

Section 504. Bonds Constitute First Lien. All payments of Basic Rent due under the Lease and all money in the Construction Fund (subject, however, to the application thereof for the acquisition and installation of the Projects) and in the Sinking Fund are pledged to the payment of the principal of and interest on the Bonds and shall be subject to and there is hereby created thereon a first and prior charge or lien for the purpose of paying the principal of and interest on the Bonds.

Section 505. Pledge Binding on All Parties. All Basic Rent so pledged shall immediately be subject to the charge or lien created in Section 504 without any physical delivery thereof or

Bond Resolution

further act and such pledge shall be valid and binding against the Authority and against all parties having claims of any kind against the Authority whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether such parties have notice thereof.

Section 506. Priority of Bonds Preserved. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues of the Projects prior to the charge or lien herein created for the payment of the Series 2024 Taxable Bonds.

Section 507. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the land and other property comprising the Projects *pari passu* with the Series 2024 Taxable Bonds herein authorized for the specific purpose of financing improvements or additions, real or personal, to any portion of the Projects, provided all the following conditions are met:

(a) The payments covenanted to be made hereunder have been and are being made as required;

(b) The Authority and Columbus shall enter into an amendment to the Lease, reaffirming and extending through the final maturity of the Parity Bonds then proposed to be issued all applicable covenants, terms and provisions of the Lease. Under the terms of such amendment Columbus shall obligate itself to pay to the Authority amounts sufficient to pay the principal of and the interest on the Bonds then outstanding and on the Parity Bonds then proposed to be issued, and for the payment of the reasonable fees and charges of the Paying Agent and Bond Registrar, if any, less the interest and principal requirements on any bonds or obligations to be paid or redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds and shall provide in such proceedings, among other things, for the date, the rate or rates of interest, maturity dates and redemption provisions, if any, which such Parity Bonds shall bear. The interest on any such Parity Bonds shall fall due on the Interest Payment Dates in each year, and the Parity Bonds shall mature in annual installments on either Interest Payment Date, but not necessarily in each year or in equal installments.

(d) Any such proceeding or proceedings shall require the payments then being made for deposit into the Sinking Fund to be increased to the extent necessary to pay the principal of and interest on the Outstanding Bonds and on the Parity Bonds proposed to be issued, less the principal and interest requirements on any bonds or obligations to be redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued. Any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions and provisions of this Resolution.

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

Section 508. Bonds to be Canceled on Payment. All Bonds paid or purchased, either at or before maturity, shall be canceled when payment therefor is made. Canceled Bonds shall be delivered to the Authority, and such Bonds so canceled shall be mutilated and destroyed. A record of such mutilation and destruction shall be preserved in the records of the Authority.

Section 509. Defeasance.

(a) Any funds paid to or received by the Authority at any time for the purchase and retirement of Bonds shall be placed in a special fund to be created by the Authority and applied to such purpose as far as possible in the same manner that funds in the Sinking Fund are applied. If and when sufficient funds are deposited in such special fund to pay all Outstanding Bonds, including interest due or to become due thereon together with the reasonable charges and fees of the Paying Agent and Bond Registrar, such deposit shall constitute payment in full of the Bonds.

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

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose, (A) sufficient money, and/or (B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which money and/or Government Obligations when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein);

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

(iii) unless all Bonds being defeased pursuant to this Section 509 are to mature or be redeemed within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the Owners of such Bonds, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 509 has been made and that such Bonds are deemed to have been paid in accordance with this Section 509.

(c) In addition to the foregoing provisions of this Section 509, the lien of this Resolution as to all Bonds which are being defeased shall only be discharged pursuant to this Section 509 if the Authority delivers an opinion of bond counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 509 have been satisfied.

(d) In the event provision for the payment in full of all Outstanding Bonds is to be made at the same time, the funds for such payment may be deposited to and such Bonds may be redeemed or paid from the Sinking Fund.

(e) After provision shall have been made for the payment of all Bonds and the interest thereon and all expenses and charges herein required to be paid, any balance attributable solely to the Bonds and remaining in such fund shall be paid to the Lessee.

(f) At such time as payment in full of Bonds shall be accomplished in accordance with the provisions of this Section, the lien of such Bonds created by this Resolution on the revenues of the Projects securing such payment shall be discharged, and such Bonds shall no longer be considered to be outstanding for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

[END OF ARTICLE V]

ARTICLE VI
DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS;
AUTHORIZED INVESTMENTS

Section 601. Funds Constitute Trust Funds. All money deposited in any fund created hereby shall constitute trust funds for which the Authority shall be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the Authority, and, except as otherwise provided herein, all funds received by the Authority under the terms hereof, subject to the giving of security as hereinafter provided, will be deposited with a depository in the name of the Authority.

Section 602. Deposits in Excess of FDIC Guarantee. No money belonging to any of the funds created hereunder will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance Corporation or other agency of the United States of America which may succeed to the functions of said corporation unless such depository shall have pledged, for the benefit of the Authority and the owners of the Bonds as collateral security for the money deposited, Government Obligations, or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable Georgia law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable Georgia law.

Section 603. Designation of Bond Registrar, Paying Agent, Sinking Fund Custodian, and Custodian of the Construction Fund.

(a) The Finance Director of Columbus is hereby designated the Bond Registrar and Paying Agent for the Series 2024 Taxable Bonds. The Finance Director of Columbus is hereby authorized to designate a depository bank as Custodian of the Sinking Fund and Custodian of the Construction Fund.

(b) A successor Bond Registrar and Paying Agent or depository for or custodian of any fund or account may, from time to time, be designated provided such successor agrees to comply with all of the provisions of this Resolution. During such time as the Paying Agent is a bank or trust company, any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

Section 604. Investment of Funds.

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed, or sold, and the proceeds thereof, including interest, principal, and premium (if any), shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the Fiscal Year next preceding the determination of value. Money

in each respective fund and all authorized investments held in and for such fund and the income therefrom are hereby pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) The Authorized Authority Representative at any time and from time to time may direct any depository or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 605 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 605. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund.

Section 605. Authorized Investments.

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the Construction Fund Custodian, at the direction of the Authorized Authority Representative, in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

(i) the local government investment pool created in O.C.G.A. § 36-83-8; or

(ii) the following securities and no others:

(A) bonds or other obligations of the Authority, or bonds or obligations of the State or other states or of counties, municipal corporations, and political subdivisions of the State;

(B) bonds or other obligations of the United States or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

(C) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(E) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

(F) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; and

(G) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) Sinking Fund Money. Money in the Sinking Fund may be invested by the Sinking Fund Custodian, at the direction of the Authorized Authority Representative, in the following investments if and to the extent the same are at the time legal for investment of such money:

(i) pursuant to O.C.G.A. § 36-80-3, the Authority may invest and reinvest money subject to its control and jurisdiction in:

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

(B) bonds or certificates of indebtedness of the State and of its agencies and instrumentalities; and

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

(ii) pursuant to O.C.G.A. §36-83-4, the Authority may invest and reinvest money subject to its control and jurisdiction in:

(A) obligations of the State or of other states;

(B) obligations issued by the United States government;

(C) obligations fully insured or guaranteed by the United States government or by one of its agencies;

(D) obligations of any corporation of the United States government;

(E) prime bankers' acceptances;

- (F) the local government investment pool established by O.C.G.A. §36-83-8;
- (G) repurchase agreements; and
- (H) obligations of other political subdivisions of the State.

Section 606. Paying Agent Instructions. Not less than two business days prior to any Interest Payment Date, the Paying Agent shall ascertain whether amounts sufficient to make the interest and/or principal payment due on the Bonds on such Interest Payment Date are on deposit in the Sinking Fund, and, if so, shall make appropriate arrangements with the Sinking Fund Custodian for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Bonds on such Interest Payment Date in accordance with the terms thereof. In the event amounts on deposit in the Sinking Fund are insufficient to make the payment due on any Interest Payment Date as aforesaid, the Paying Agent shall immediately notify the Authority, and the Authority shall deposit to the Sinking Fund the amounts necessary to pay the amounts due on said Interest Payment Date. The instructions in this Section 606 shall not apply if the Finance Director is the Paying Agent.

Section 607. Paying Agent. The Finance Director may perform the duties and responsibilities of Paying Agent hereunder, unless and until the Finance Director designates a separate Paying Agent in accordance with this Article VI. The Finance Director shall act as Authentication Agent, Bond Registrar, and Paying Agent for the Series 2024 Taxable Bonds, provided that so long as the Finance Director is serving as the Paying Agent, the Finance Director shall perform the duties and responsibilities of the Authentication Agent. The Authority shall appoint any succeeding Paying Agent for the Series 2024 Taxable Bonds, subject to the conditions set forth in Section 608 hereof. The Paying Agent, if it is other than the Finance Director, shall designate to the Finance Director its principal office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Authority under which the Paying Agent will agree, particularly:

- (i) to hold all sums held by it for the payment of the principal of and interest on the Bonds in trust for the benefit of the holders of the Bonds until such sums shall be paid by it to such holders of the Bonds or otherwise disposed of as herein provided;
- (ii) to authenticate and cancel Bonds as provided herein;
- (iii) to perform its obligations under Article II of this Resolution; and
- (iv) to keep such books and records relating to its duties as Paying Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Finance Director at all reasonable times.

The Finance Director shall cause the necessary arrangements to be made and to be thereafter continued whereby:

(a) funds derived from the sources specified in this Resolution will be made available at the designated principal office of the Paying Agent for the timely payment of principal of and interest on the Bonds;

(b) Bonds shall be made available for authentication, exchange and registration of transfer by the Paying Agent at the designated principal office of the Paying Agent; and

(c) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

Section 608. Qualifications of Paying Agent; Resignation; Removal.

(a) The Paying Agent shall be the Finance Director or a commercial bank or national banking association with trust powers or a trust company duly organized under the laws of the United States of America or any state or territory thereof having a combined capital stock, surplus, and undivided profits of at least \$10,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent, if other than the Finance Director, may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' notice to the Finance Director. The Paying Agent, if other than the Finance Director, may be removed at any time by an instrument signed by the Finance Director or the City Manager and filed with such Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, the Paying Agent, prior to its resignation or removal, shall deliver any money and any Bonds and its related books and records held by it in such capacity to its successor or, if there be no successor, to the Finance Director.

[END OF ARTICLE VI]

ARTICLE VII PARTICULAR COVENANTS OF THE AUTHORITY

Section 701. Pledge of Security; Payment of Bonds. The Series 2024 Taxable Bonds are limited obligations of the Authority and the Authority will pay or cause to be paid promptly the principal of and the interest on the Series 2024 Taxable Bonds at the place, on the dates, and in the manner herein specified according to the true intent and meaning thereof. There are hereby pledged and assigned for the payment of the principal of and interest on the Series 2024 Taxable Bonds, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds from the sale of the Series 2024 Taxable Bonds, (ii) the Lease, including the revenues and other receipts of the Authority derived from the Lease, (iii) the funds established by this Resolution, including the investments, if any, thereof, and (iv) any insurance proceeds and condemnation awards payable to the Sinking Fund in accordance with the provisions of the Lease. No Bond issued hereunder shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority other than such revenue.

Section 702. Basic Rent to be Deposited Directly to Sinking Fund. So long as the Lease shall remain in effect, the Authority covenants that it will cause the Basic Rent due under the Lease to be deposited directly to the Sinking Fund

Section 703. Performance of Covenants. The Authority will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in any and every Bond executed and delivered hereunder, and in all proceedings pertaining thereto. The Authority is duly authorized under the Constitution and laws of the State of Georgia to issue the Series 2024 Taxable Bonds and to execute the Lease and to pledge the Basic Rent paid under the Lease and other amounts hereby pledged in the manner and to the extent herein set forth. All action on the part of the Authority for the adoption of this Resolution has been duly and effectively taken, and the Series 2024 Taxable Bonds in the hands of the owners thereof shall be valid and enforceable obligations of the Authority according to the true intent and meaning thereof.

Section 704. Title and Instruments of Further Assurance. The Authority has not made, done, executed or suffered, and will not make, do, execute or suffer, any act or thing whereby its estate or interest in and title to the Projects or any part thereof is now or at any time hereafter shall or may be impaired or charged or encumbered in any manner whatsoever except as may be herein authorized. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts and instruments as may reasonably be required for the better assuring, pledging and confirming of the pledge hereby made of the revenue derived from the Lease to the payment of the principal of and interest on the Series 2024 Taxable Bonds.

Section 705. Recording and Filing. The Authority covenants that, solely from additional rent as provided in the Lease, it will cause the Lease and all supplements thereto to be kept, recorded and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Authority hereunder.

Section 706. Checks, How Signed. All transfers from any fund for which provision is made herein and all payments from any such fund will be made by checks signed by the Authorized

Bond Resolution

Authority Representative; provided, however, that transfers of funds for investment in accordance with Sections 604 and 605 may be made by the depository or custodian of the fund for which such investment is being made when authorization therefor is given by the Authorized Authority Representative.

Section 707. Authority Will Not Cancel Lease. The Authority will not cancel, terminate, modify or consent to the cancellation, termination or modification of the Lease except as is specifically provided, authorized or contemplated therein or herein unless and until the principal of and the interest on every Bond secured by said Lease shall have been paid in full or provision for such payment shall have been made in accordance with the provisions hereof.

As more specifically provided in the Lease, the Projects or property constituting a portion of any of the Projects may be released and removed from the Lease, upon the request of Columbus; provided however, that any such removal shall in no way adversely affect the obligations of Columbus to make payments of Basic Rent and Additional Rent in accordance with the Lease.

Section 708. Continuing Disclosure. No financial or operating data concerning the Authority is material to an evaluation of the offering of the Series 2024 Taxable Bonds or to any decision to purchase, hold or sell the Series 2024 Taxable Bonds and the Authority will not provide any such information. The Authority shall have no liability to the beneficial owners of the Series 2024 Taxable Bonds or any other person with respect to Securities and Exchange Commission Rule 15c2-12(b)(5). Pursuant to Section 2.07 of the Lease, Columbus has undertaken all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the Bondowners or any other person with respect to Securities and Exchange Commission Rule 15c2-12.

[END OF ARTICLE VII]

ARTICLE VIII REMEDIES

Section 801. Events of Default. Each of the following events is hereby declared an event of default;

(a) Failure by the Authority to make payment of principal on any of the Bonds when the same shall become due and payable,

(b) Failure by the Authority to make payment of interest due on any of the Bonds when the same shall become due and payable,

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

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

(e) Final judgment for the payment of money shall be rendered against the Authority, if such judgment, under any circumstances, is payable out of the revenue of the Authority derived from the ownership and leasing of the Projects and any such judgment shall not be discharged within 60 days from the entry thereof or no appeal shall be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment was granted or entered in such manner so as to set aside conclusively any execution or enforcement of or levy under such judgment, order, decree or process,

(f) The Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Resolution on its part to be performed, other than as specified in (a) or (b) above, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the owner of any Bond unless action to remedy such default shall have been undertaken and more than 30 days is required for its completion in which event the Authority may permit such default to remain undischarged during the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the giving of notice, unless by such action, the lien or charge hereof on any part of the revenue of the Projects shall be materially endangered or the Projects or the revenue therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such default shall be promptly remedied, or

Bond Resolution

(g) The Lessee shall fail to perform or observe any agreement, covenant, term, condition or undertaking contained in the Lease resulting in a default thereunder.

Section 802. Remedies. Upon the happening and continuance of any event of default in any one of the ways specified in the preceding section, the registered owners of the Bonds then outstanding may proceed, subject to the provisions of Section 804, with any other right or remedy independent of or in aid of the foregoing powers as such owner may deem best, including the right to secure specific performance by the Authority of any covenant or agreement herein contained, the right to protect and enforce the rights of the owners of the Bonds by suit, action or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights, the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded hereby, of a receiver for all or any parts of the Projects and the earnings, revenue, and income therefrom, and the right to enforce remedies afforded to Bondowners under the Georgia Revenue Bond Law. The rights herein specified are cumulative of all other available rights, remedies or powers and shall not be exclusive of any.

Section 803. Termination of Proceedings. In case any proceeding taken by the owner of any Bond on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to such owner, then and in every such case, the Authority and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the owners of the Bonds shall continue as though no such proceedings had been taken.

Section 804. Limitation on Rights. No one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided herein or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit and protection of all owners of such outstanding Bonds.

Section 805. Remedies Cumulative. No remedy herein conferred upon the Bondowners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 806. Delay Not a Waiver. No delay or omission of any Bondowner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as a waiver of any default or an acquiescence therein and every power and remedy given by this Article to the owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

Section 807. Application of Revenue on Default. During the continuance of an event of default, funds and revenue received pursuant to any right given or action taken under the provisions of this Article shall be applied to the payment of principal and interest on the Bonds as follows and in the following order:

(a) prior to the principal of all the Bonds becoming due or being declared to be due and payable,

(i) to the payment to the persons entitled thereto of all interest then due in the order in which such interest became due, and

(ii) to the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably according to the amounts of principal due on such date to the persons entitled thereto, without preference, priority or distinction,

(b) subsequent to the principal of all the Bonds becoming due or being declared to be due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal or of any interest in arrears over any other interest in arrears or of any Bond over any other bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without preference, priority or distinction.

Section 808. Rights to Enforce Payment. Nothing in the Resolution or in the Bonds shall affect or impair the right of action of the owner of any Bond, which is absolute and unconditional, to enforce payment of such Bond in accordance with the provisions of this Resolution.

Section 809. Lessee Authorized to Cure Default. As to any alleged default by the Authority hereunder, the Authority hereby authorizes and designates the Lessee as its attorney-in-fact and agent and gives it full power to perform in the name and stead of the Authority, any covenant or obligation of the Authority which is alleged to constitute a default, and the Lessee shall be and hereby is fully empowered to do any and all things and perform all acts to the same extent that the Authority could do and perform.

[END OF ARTICLE VIII]

ARTICLE IX SUPPLEMENTAL PROCEEDINGS

Section 901. Supplemental Proceedings Not Requiring Consent of Bondowners. The Authority may without the consent of or notice to any of the Bondowners, enter into such resolution or resolutions supplemental to this Resolution, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;
- (b) To grant to or confer upon the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners; and
- (c) To subject to the lien and pledge of this Resolution additional revenues or collateral.

Section 902. Supplemental Resolutions Requiring Consent of Bondowners.

(a) Exclusive of supplemental resolutions covered by Section 901 and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve, in writing, the execution by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution; provided, that without the written consent of the owners of all the Bonds then outstanding, the Authority may not enter into any supplemental resolution that has the effect of permitting (a) the extension of the maturity of any installment of principal of or interest on any Bond, (b) a reduction in the principal amount or the rate of interest on any Bond, (c) the creation of a lien or charge on the Projects or the revenues from the Projects, including Basic Rent, ranking prior to the lien or charge thereon contained in this Resolution, (d) the establishment of preferences or priorities between the Bonds, or (e) a reduction in the aggregate principal amount of Bonds the owners of which are required to consent to such supplemental resolution.

(b) If at any time the Authority shall desire to enter into any such supplemental proceedings for any of the purposes of this Section, the Authority shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental proceedings to be published one time in a financial journal of general circulation in the Borough of Manhattan, City and State of New York, published in the English language, regularly at least five consecutive business days each week, and the Authority shall mail a copy of such notice to the registered owners of all of the Bonds but no failure to publish any such notice nor any defect in any notice, including failure of a bondowner to receive such notice by mail, shall affect the right of the Authority to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Authority. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution

Bond Resolution

of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Bondowner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Section permitted and provided, this Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article while the Lessee is not in default under the Lease or this Resolution, shall not become effective unless and until the Lessee shall have consented in writing to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed execution and delivery of any such supplemental resolution to which the Lessee has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the Lessee, to be mailed by certified or registered mail to the Lessee at least 30 days prior to the proposed date of execution and delivery of any such supplemental resolution or shall otherwise obtain the written consent of the Lessee.

Section 903. Amendments to Lease Not Requiring Consent of Bondowners. The Authority and the Lessee, without the consent of or notice to the Bondowners, may amend the Lease for the purpose of (i) making any change required by the Lease or this Resolution, (ii) substituting or adding additional property, (iii) releasing any portion of the Projects as authorized in Section 5.02(c) of the Lease, (iv) curing ambiguities, defects or inconsistent provisions, or (v) providing for any other amendment which does not adversely affect the interests of the Bondowners.

Section 904. Amendments to Lease Requiring Consent of Bondowners.

(a) Except for the amendments as provided in Section 903, neither the Authority nor the Lessee may amend the Lease without the written approval or consent of the owners of not less than two-thirds in aggregate principal amount of the Bonds at the time outstanding given and procured as in this Section provided; provided that, without the written consent of the owners of all the Bonds then outstanding, no such amendment shall ever affect the obligation of the Lessee to pay Basic Rent when due under the provisions of the Lease.

(b) If at any time the Authority and the Lessee shall propose any such amendment to the Lease, the Authority, upon being satisfactorily indemnified with respect to expenses, shall cause notice of such proposed amendment to be given in the same manner as provided by Section 902 hereof with respect to supplemental resolutions. Such notice shall briefly set forth the nature of such proposed amendment and shall state that copies of the instrument embodying the same are on file at the principal office of the Authority for inspection by all Bondowners. The Authority shall not, however, be subject to any liability to any Bondowner by reason of its failure to provide such notice, and any such failure shall not affect the validity of such amendment when consented to and approved as provided in this Section. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein or the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or

Bond Resolution

restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment as in this Section permitted and provided, the Lease shall be deemed to be modified and amended in accordance therewith.

Section 905. No Notation on Bonds Required. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all owners of the then Outstanding Bonds and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding bonds.

Section 906. Proof of Execution and Ownership.

(a) Any request, waiver, direction, consent or other instrument required by this Resolution to be signed or executed by the owners of Bonds may be in any number of concurrent writings, of similar tenor and may be signed or executed by such Bondowners in person or by agent or attorney appointed in writing. Proof of the execution of any such instrument, or of the writing appointing such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Authority with regard to any action taken by it under such instrument. The fact and date of the execution by any person of any such instrument may be proved by an affidavit of a witness to such execution or by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof. The ownership at any given time of a registered Bond may be proved by a certificate of the Bond Registrar stating that on the date stated the registered Bond described was registered on its books in the name of the stated party. The Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

(b) Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority in pursuance of such request or consent. No revocation of such consent shall be effective after the owners of two-thirds in aggregate principal amount of the Bonds outstanding have, prior to such attempted revocation, consented to and approved the amendment or amendments referred to in such revocation.

[END OF ARTICLE IX]

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1001. Merger of Paying Agent. During such times as the Paying Agent is a bank or trust company, any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the paying agent may be sold shall be the successor paying agent for the purpose of this Resolution.

Section 1002. Resolution Constitutes Contract. The provisions, terms and conditions of this Resolution shall constitute a contract by and between the Authority and the owners of the Bonds, and, after the issuance of the Series 2024 Taxable Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the governing body of the Authority adopt any resolution in any way ever adversely affecting the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority by the provisions of Article IX.

Section 1003. Limitation on Liability from Sinking Fund.

(a) Should any Bonds not be presented for payment when due, the Authority shall retain in the Sinking Fund, from the funds transferred thereto for the purpose of paying the Bonds and the interest thereon, for the benefit of owners thereof, a sum of money sufficient to pay such Bonds when the same are presented by the owners thereof for payment. All liability of the Authority to the owners of such Bonds, and all rights of such owners against the Authority under the Bonds, or under this Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit in the Sinking Fund.

(b) If any Bond shall not be presented for payment within the period of five years following the date when such Bond becomes due, the Authority may transfer to its general fund all funds theretofore held by it in the Sinking Fund for payment of such Bond or the interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Authority.

Section 1004. Validation. The Bonds shall be validated in the manner provided by law, and, to that end, notice of the adoption of this Resolution and a copy hereof shall be served upon the District Attorney of the Chattahoochee Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Muscogee County, and said notice shall be executed by the Chairman and the seal of the Authority shall be impressed thereon and attested by the Secretary of the Authority.

Section 1005. Partial Invalidity. In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Georgia Revenue Bond law, and, if any provisions hereof conflict with any applicable provision of

Bond Resolution

said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 1006. Engagement of Professionals. The Authority ratifies the Council's engagement of Davenport & Company LLC, as Financial Advisor to Columbus and the Authority, the engagement of Gray Pannell & Woodward LLP, as Bond Counsel and Disclosure Counsel, and Page, Scrantom, Sprouse, Tucker & Ford, P.C., as Counsel to the Authority, relating to the issuance and delivery of the Series 2024 Taxable Bonds.

Section 1007. Authorization of Lease. The execution, delivery, and performance of the Lease by and between the Authority and Columbus be and the same are hereby authorized. The Lease shall be in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority. The Lease shall be executed by the Chairman or Vice-Chairman of the Authority and the seal thereof impressed thereon and attested by the Secretary of the Authority.

Section 1008. Designation of Bond Registrar and Paying Agent for the Bonds. The Authority hereby authorizes and appoints the Finance Director of Columbus, as Bond Registrar and Paying Agent for the Series 2024 Taxable Bonds.

Section 1009. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2024 Taxable Bonds.

Section 1010. Waiver of Performance Audit. The Authority hereby specifically waives the requirements of O.C.G.A. § 36-82-100 that the expenditure of the proceeds of the Series 2024 Taxable Bonds be subject to an ongoing performance audit or performance review, and authorizes such waiver to be published in the notice of hearing relating to the validation of the Series 2024 Taxable Bonds.

Section 1011. [Reserved].

Section 1012. Table of Contents and Headings Not Part of Resolution. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

Section 1013. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 1014. Repealer. Any and resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed.

APPROVED AND ADOPTED in public meeting, this January 22, 2024.

COLUMBUS BUILDING AUTHORITY

By: 

Chairman

Bond Resolution

EXHIBIT A
FORM OF LEASE

[Attached.]

LEASE CONTRACT

by and between

COLUMBUS BUILDING AUTHORITY

and

COLUMBUS, GEORGIA

Dated as of _____, 2024

Relating to the issuance of

\$ _____

in aggregate principal amount of
COLUMBUS BUILDING AUTHORITY
TAXABLE LEASE REVENUE BONDS, SERIES 2024

TABLE OF CONTENTS

PageARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definitions.....	3
Section 1.02. Rules of Construction	3

ARTICLE II
REPRESENTATIONS OF THE PARTIES

Section 2.01. Constitutional Authority for Lease	4
Section 2.02. Creation and Powers of Authority	4
Section 2.03. The Projects	5
Section 2.04. Lease of Projects	5
Section 2.05. Costs of the Projects.....	5
Section 2.06. Representations and Warranties of the Authority	6
Section 2.07. Representations and Warranties by the Lessee	6

ARTICLE III
ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. The Series 2024 Taxable Bonds	8
Section 3.02. Date, Denomination, and Maturities	8
Section 3.03. Interest Payments	8
Section 3.04. Security for the Series 2024 Taxable Bonds	8

ARTICLE IV
ACQUISITION, CONSTRUCTION, AND EQUIPPING THE PROJECTS

Section 4.01. Acquisition, Construction, and Equipping Project; by Lessee	10
Section 4.02. Construction Fund.....	10
Section 4.03. Agency of Lessee.....	10
Section 4.04. Modifications and Changes in Plans.....	10
Section 4.05. Powers Vested in Authorized Lessee Representative	11
Section 4.06. Costs of the Projects.....	11
Section 4.07. Lessee to Provide Funds for Completion.....	11
Section 4.08. Enforcement of Contracts and Surety Bonds.....	11

ARTICLE V
EFFECTIVE DATE AND TERM OF LEASE; RENTAL PROVISIONS

Page

Section 5.01. Term of Lease	13
Section 5.02. Possession; Quiet Enjoyment; Release of Property	13
Section 5.03. Basic Rent	14
Section 5.04. Additional Rent.....	14
Section 5.05. Rent as a Continuing Obligation of the Lessee.....	14
Section 5.06. Prepayment of Basic Rent.....	15
Section 5.07. Call of Bonds for Redemption	15
Section 5.08. Basic Rent Deposited to Sinking Fund	15
Section 5.09. Lessee's Obligations Unconditional	15
Section 5.10. Lessee's Remedies	16
Section 5.11. Tax Levy to Pay Rent	16
Section 5.12. [Reserved].....	16
Section 5.13. Prior Lien of Bonds.....	16
Section 5.14. Parity Bonds.....	16

ARTICLE VI
REPAIRS, MAINTENANCE, OPERATION, AND ALTERATION
OF PROJECT BY LESSEE,
RELEASE AND REMOVAL OF PROJECT OR PORTIONS OF THE PROJECT

Section 6.01. Use, Operation, Maintenance, and Repair	18
Section 6.02. Removal of Equipment	18
Section 6.03. Projects Free from Liens.....	18
Section 6.04. Alterations and Improvements to Projects.....	19
Section 6.05. Release and Removal of the Projects or Portions of the Projects	19

ARTICLE VII
INSURANCE AND INDEMNITY

Section 7.01. Insurance	20
Section 7.02. Notice of Cancellation	20
Section 7.03. Deductible Amounts	20
Section 7.04. Damage or Destruction	20
Section 7.05. Condemnation.....	21
Section 7.06. Condemnation Proceeds.....	21
Section 7.07. Repair by Lessee	22
Section 7.08. Parties to Condemnation	22
Section 7.09. Authority Indemnified; Immunity of Members of Authority	22

ARTICLE VIII REMEDIES

	<u>Page</u>
Section 8.01. Events of Default	24
Section 8.02. Remedies on Default.....	24
Section 8.03. Payment After Default	25
Section 8.04. Remedies Not Exclusive	25
Section 8.05. Attorneys' Fees and Expenses	26
Section 8.06. Waiver of Breach Limited	26
Section 8.07. Lessee Authorized to Cure Default of Authority	26
Section 8.08. Failure to Enforce Agreement Not a Waiver	26

ARTICLE IX TERMINATION OF LEASE

Section 9.01. Cancellation of Lease by Payment of Bonds	27
Section 9.02. Conveyance of Projects to Lessee.....	27

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01. Bondowners as Third Party Beneficiaries.....	28
Section 10.02. Amendment of Lease Restricted	28
Section 10.03. Severability	28
Section 10.04. Counterparts.....	28

Exhibits A: Legal Descriptions of the Project.

STATE OF GEORGIA)
)
 MUSCOGEE COUNTY) LEASE CONTRACT

This Lease Contract (this “**Lease**”), made and entered into as of _____, 2024, by and between the COLUMBUS BUILDING AUTHORITY (the “**Authority**”), a public body corporate and politic and an instrumentality and a public corporation of the State of Georgia, as Lessor, and COLUMBUS (“**Columbus**” or the “**Lessee**”), a political subdivision of the State of Georgia, as Lessee.

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an amendment to the Constitution of the State of Georgia, I Ga. L. 1966, p. 946, as amended by II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778 (collectively, the “**Act**”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under the Act, the Authority is empowered to undertake “projects” which include all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of the Lessee in the performance of its governmental, proprietary, and administrative functions; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or with respect to the use of projects which it causes to be erected or acquired and to contract with the Lessee upon such terms as for such purposes as may be deemed advisable for a term not exceeding 30 years; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of its revenue bonds for the purpose of paying all or any part of the cost of one or more projects and provide for the issuance of its refunding bonds for the purpose of calling, refunding or refinancing any such revenue bonds; and

WHEREAS, the Council of Columbus requested, by Resolution No. 463-23 adopted on December 21, 2023, that the Authority finance through the issuance of the Authority’s revenue bonds the acquisition, renovations, additions and improvements to Golden Park, a historic baseball stadium located in downtown Columbus, which has been used by Columbus as a minor league baseball stadium and as a recreational attraction for collegiate and high school baseball and softball teams, in accordance with the plans and specifications more particularly described in documents

on file with the Clerk of Council of Columbus and, by this reference thereto, incorporated herein and made a part hereof as fully set forth herein in their entirety; and

WHEREAS, the projects consist of various capital improvements, repairs and replacements to Golden Park and other improvements to the South Commons area, including, without limitation, improvements to Golden Park stadium seating, lighting, press boxes, locker rooms, concessions and kitchens, multi-purpose rooms and office space (collectively, the “**Projects**”).

WHEREAS, the Authority adopted its bond resolution on January 22, 2024, as supplemented and amended on _____, 2024 (together, the “**Resolution**”), which authorizes the issuance of its COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024, in the aggregate principal amount of \$_____ (the “**Series 2024 Taxable Bonds**”), which approved the form of and authorized the execution and delivery of this Lease; and

WHEREAS, Columbus, by Resolution No. ____-24, adopted by the Council of Columbus on _____, 2024, approved the final form of this Lease and authorized its execution and delivery; and

WHEREAS, the obligation to pay Basic Rent (hereinafter defined) on the Projects under the provisions of this Lease constitutes a first lien and priority on such rent for the Projects, and

WHEREAS, the Lessee is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the Lessee and other available funds and to obligate the Lessee to make payment thereof to the Authority of the amounts provided for in this Lease; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or Columbus, but such bonds shall be payable from the rentals, revenues, earnings and funds of the Authority as provided in the resolution authorizing the issuance and securing the payment of such bonds, and the issuance of such bonds shall not directly, indirectly, or contingently obligate the State or Columbus to levy or pledge any form of taxation whatever for the payment thereof; however, Columbus may obligate itself to make the payments required under any contract entered into with the Authority from money received from taxes and from any other source and the obligation to make such payments shall constitute a general obligation and pledge of the full faith and credit of Columbus but shall not constitute a debt of Columbus within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, following study and investigation, the Lessee has determined that it is in the best interest of the Lessee to enter into this Lease with the Authority, for the benefit of the Lessee and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the Lessee hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority, but shall be payable solely out of the proceeds derived from this Lease, the sale of the Authority’s bonds, and the revenues and receipts derived from this Lease:

Lease Contract

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Lease.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary:

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

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

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

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

[END OF ARTICLE I]

ARTICLE II REPRESENTATIONS OF THE PARTIES

Section 2.01. Constitutional Authority for Lease. The Constitution of the State of Georgia, Art. IX, § III, ¶ I(a), provides that:

“[A]ny county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

Section 2.02. Creation and Powers of Authority. The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, at 5010, provides that:

1. . . . There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, . . . the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it.

* * *

3. (b) The word “project” shall mean and include . . . all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

* * *

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two or more structures, buildings or facilities of the

Lease Contract

Authority for a term not exceeding thirty years, and Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid

* * *

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued . . . for the purpose of paying all or any part of the cost of any project, including . . . the purpose of refunding . . . any such bonds of the Authority therefore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended . . . providing for the issuance of revenue bonds, and, . . . as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

Section 2.03. The Projects. For and in consideration of the Authority issuing its revenue bonds to provide funds sufficient, together with other funds available to Columbus and the Authority, to acquire and to renovate and improve the Projects for use by Columbus in the performance of its governmental, administrative, and proprietary functions, in accordance with the foregoing constitutional and statutory power and authority, Columbus, as grantor, directly or through its intermediaries, shall convey to the Authority, as grantee, in accordance with the provisions of the deeds, the Projects or portions thereof held by Columbus.

Section 2.04. Lease of Projects. The Lessee has determined that it is in the best interest of the Lessee to lease the Projects from the Authority. A legal description of the real property is attached hereto and made a part hereof as Exhibit A.

Section 2.05. Costs of the Projects. In order to pay the costs of Projects the Authority has authorized the issuance of the Series 2024 Taxable Bonds, for which provision is made upon the terms set forth in the Resolution, a certified copy of which Resolution is on file in the records of the Authority and the Lessee.

Section 2.06. Representations and Warranties of the Authority. The Authority makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as an instrumentality of the State;

(b) The issuance and sale of the Series 2024 Taxable Bonds, the execution and delivery of this Lease and the Resolution, and the performance of all covenants and agreements of the Authority contained in this Lease and of all other acts and things required under the Constitution and laws of the State to make this Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other entity which would have a material adverse effect on the right of the Authority to execute this Lease or the ability of the Authority to comply with any of its obligations under this Lease.

Section 2.07. Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Lessee is a consolidated county-wide government and a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this Lease, and, by proper action of its governing body, has authorized the execution and delivery of this Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Lease and the Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Lease by it except as shall have been obtained as of the date hereof;

(b) The Lessee does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the Projects or that the Projects or any portions thereof will be suitable to the Lessee's needs, and the Lessee recognizes that the Authority is not authorized to expend any funds for the Projects other than rental revenue received by it therefrom or the proceeds of the Series 2024 Taxable Bonds or other funds granted to it for such purposes;

(c) The authorization, execution, delivery, and performance by the Lessee of this Lease and compliance by the Lessee with the provisions thereof do not violate the laws of the State of Georgia relating to the Lessee or constitute a breach of or a default under any other law, court order, administrative regulation, or legal decree, or any agreement, or other instrument to which it is a party or by which it is bound;

(d) There is no litigation or proceeding pending, or to the knowledge of the Lessee threatened, against the Lessee or any other entity which would have a material adverse affect on the right of the Lessee to execute this Lease or its ability to comply with any of its obligations under this Lease.

(e) The Lessee will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Lease, failure of the Lessee to comply with the Continuing Disclosure Certificate shall not be considered a Event of Default under the Resolution or this Lease; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Lessee to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Taxable Bonds (including persons holding Series 2024 Taxable Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2024 Taxable Bonds for federal income tax purposes.

[END OF ARTICLE II]

ARTICLE III ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. The Series 2024 Taxable Bonds. In order to provide funds to acquire, construct and renovate the Projects, the Authority will issue its Series 2024 Taxable Bonds, payable in accordance with the Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of the Series 2024 Taxable Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Series 2024 Taxable Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Series 2024 Taxable Bonds dated as of the date of issuance and delivery, shall bear interest at the rates set out below, payable semi-annually on the first days of [_____] and [_____] (each an “**Interest Payment Date**”) in each year, beginning [_____] 1, 20____], and shall mature on [_____] 1 in the years and in the amounts as follows:

Principal <u>Amount</u>	Due in the <u>Year</u>	Interest <u>Rate</u>	Principal <u>Amount</u>	Due in the <u>Year</u>	Interest <u>Rate</u>
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[*Subject to optional [and scheduled mandatory] redemption as provided in Article III of the Resolution.]

Section 3.03. Interest Payments. Interest on the Series 2024 Taxable Bonds will be paid on each Interest Payment Date, beginning [_____] 1, 20____], in the manner stated in the Series 2024 Taxable Bonds until the obligation with respect to the payment of the principal thereof shall be discharged.

Section 3.04. Security for the Series 2024 Taxable Bonds. In order to secure the prompt payment of the principal of and interest on the Series 2024 Taxable Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained and in consideration of the purchase and acceptance of the Series 2024 Taxable Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2024 Taxable Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to

Lease Contract

the payment of the Series 2024 Taxable Bonds all the Basic Rent to be derived from this Lease, together with other funds and proceeds described in Section 701 of the Resolution.

[END OF ARTICLE III]

ARTICLE IV
ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECTS

Section 4.01. Acquisition Construction and Equipping Projects; by Lessee.

(a) The Authority will cause the proceeds from the sale of the Series 2024 Taxable Bonds to be applied in accordance with Section 401 of the Resolution, and Columbus has conveyed or will convey the Projects to the Authority in accordance with Section 2.03 hereof.

(b) The Authority authorizes the Lessee, subject to the terms and conditions set forth in this Lease, to provide for the acquisition, construction, and equipping of the Projects substantially in accordance with the plans and specifications which have been approved by the parties, and, from and after the initial disbursements from the Construction Fund for which provision is made in Section 402, the Lessee, as the agent of the Authority for such purpose, will undertake and complete, on behalf of the Authority, the acquisition, construction, and equipping of the Projects, and payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 404 of the Resolution. The Lessee, as such agent, will make all contracts and do all things necessary for the acquisition, construction, and equipping of the Projects for public use by the Lessee upon the terms and conditions set forth in this Lease. The Lessee will acquire, construct, and equip the Projects with all reasonable dispatch and with due diligence to completion, delays caused by force majeure only excepted.

Section 4.02. Construction Fund. At and upon the delivery of and payment of the Series 2024 Taxable Bonds, the Authority will apply the proceeds received from the sale thereof in the manner set forth in Section 401 of the Resolution and will deposit the balance of the proceeds from the sale of the Series 2024 Taxable Bonds in the Construction Fund.

Section 4.03. Agency of Lessee.

(a) The Authority, by the authorization and execution of this Lease and by the adoption of the Resolution, appoints the Lessee as its agent to contract for and complete the acquisition, construction, and equipping of the Projects, including specifically the acquisition of easements, rights-of-way, or other interests in property by condemnation or through other means, and to authorize payment of the costs thereof from the Construction Fund in accordance with the provisions of the Resolution, and the Lessee, by the execution hereof, accepts such appointment and covenants that it will complete the acquisition and installation of all equipment and other facilities constituting a part of the Projects with due diligence.

(b) The agency created by this Section shall be irrevocable and shall terminate only upon completion of the Projects, and nothing contained in this Lease shall relieve the Lessee of its obligation to pay Basic Rent and Additional Rent pursuant to the provisions hereof.

Section 4.04. Modifications and Changes in Plans. There shall be made only such modifications or changes in the plans and specifications as may be directed by the Authorized Lessee Representative. The Authority will enter into or accept the assignment of such contracts as the Lessee may request in writing signed by the Authorized Lessee Representative in order to accomplish such acquisition and installation.

Section 4.05. Powers Vested in Authorized Lessee Representative. By the authorization and execution of this Lease, the Lessee hereby vests the Authorized Lessee Representative with the power and authority to act on behalf of the Lessee in all matters relating to this Lease and to the Projects, to give all directions and make all certificates, requisitions, and requests required or authorized to be given or made hereunder, and to do all things required or authorized to be done by the Lessee hereunder.

Section 4.06. Costs of the Projects. For the purposes of this Article, the costs of acquiring, constructing, and equipping the Projects to be paid from the Construction Fund shall include the costs shown in the plans and specifications and which may, but shall not necessarily, include the purchase of various items of real and personal property, including easements, rights-of-way, or other interests in property; costs of construction and installation; costs of indemnity and fidelity bonds; premiums on insurance (if any) in connection with the Projects during the acquisition, construction, and equipping of the Projects; fees and expenses of engineers and architects for surveys, estimates, preparation of plans, specifications, and drawings and supervising of acquisition, construction and equipping, as well as for the performance of all other duties of such engineers and architects in relation to the Projects; actual expenses of administration of acquisition, office, and legal expenses, audits, and all other costs of expenditures not herein specified incident to the acquisition, construction, and equipping of modern and efficient facilities, including the financing charges and all expenses incident to the financing of the Projects; all other expenses preliminary to authorization and issuance of the Series 2024 Taxable Bonds; and obligations incurred for labor and contractors, builders, suppliers, and materialmen in connection with the Projects and for the placing of various facilities comprising the Projects into operation.

Section 4.07. Lessee to Provide Funds for Completion. In the event the assets in the Construction Fund available for payment of the costs of the Projects shall not be sufficient to pay the costs thereof in full, the Lessee will complete the Projects and, unless Parity Bonds are issued to fund such deficiency, as provided in Section 507 of the Resolution, will pay directly or pay to the Authority for deposit into the Construction Fund the amount required for completion of the Projects. The Authority does not make any warranty, either express or implied, that the funds which will be paid into the Construction Fund from the sale of the Series 2024 Taxable Bonds and which, under the provisions hereof, will be available for payment of the costs of the Projects will be sufficient to pay all the costs which will be incurred therefor. In the event the Lessee shall be required to pay any of the costs of completion of the Projects pursuant to the provisions of this Section, the Lessee shall not be entitled to any reimbursement therefor from the Authority or the Bondowners, nor shall it be entitled to any diminution of the rents payable under the provisions of Sections 5.03 and 5.04.

Section 4.08. Enforcement of Contracts and Surety Bonds. In the event of default of any contractor or subcontractor under any contract made in connection with the Projects or in the event of a breach of warranty with respect to materials, equipment, workmanship, or performance in connection with the Projects, the Lessee, in its own name or in the name of the Authority, may proceed, either separately or in conjunction with others, to exhaust the remedies of the parties against the manufacturer, contractor, or party so in default and against each of their sureties for the performance of such contract and may prosecute or defend any action or proceeding or take any other action involving any such manufacturer, contractor, party, or surety which the Lessee deems reasonably necessary, and in such event the Authority agrees to cooperate fully with the Lessee

and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments, or otherwise in connection with the foregoing prior to the completion of the Projects shall be paid into the Construction Fund and after such completion shall be used for the purchase or installation of replacement facilities or equipment or paid into the Sinking Fund.

[END OF ARTICLE IV]

ARTICLE V
EFFECTIVE DATE AND TERM OF LEASE; RENTAL PROVISIONS

Section 5.01. Term of Lease.

(a) The Authority leases to the Lessee and the Lessee leases from the Authority, for the use of the Lessee for the purposes specified herein and in the Constitution and laws of the State of Georgia, all real and personal property constituting the Projects, in accordance with the provisions hereof, at the rental covenanted by the Lessee in this Article to be paid and in accordance with the provisions of this Lease. This Lease shall be the binding obligation of the parties from and after its execution by the last party to execute the same. The term of this Lease shall begin with the issuance and delivery by the Authority of the Series 2024 Taxable Bonds and shall continue in full force and effect until all Series 2024 Taxable Bonds and any Parity Bonds which shall have been issued and are outstanding and the interest thereon have been paid or provision for the payment thereof shall have been made in accordance with the provisions of the Resolution, but in no event shall the term hereof exceed 30 years.

(b) The Authority covenants that it has or will acquire marketable fee simple title to the Projects. All portions thereof have been or will be properly conveyed to the Authority by the Lessee.

Section 5.02. Possession; Quiet Enjoyment; Release of Property.

(a) The Authority has or will deliver to the Lessee sole and exclusive possession of the Projects and the Lessee will accept possession of such facilities upon such delivery.

(b) The Authority has not and will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Projects during the term of this Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

(c) At the request of the Lessee, the Authority will convey, transfer or release to the Lessee, or the Lessee's assigns such tracts or parcels of land comprising portions of the Projects which are unimproved or which the Lessee needs for other governmental, proprietary, or administrative functions of the Lessee; provided, however, that such conveyance, transfer, or release shall in no way diminish or affect the obligation of Lessee to make all rental payments provided in Sections 5.03 and 5.04 hereof. As more specifically provided in Section 5.09, the obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. The parties agree that they will execute such amendments to this Lease as may be necessary to change the property description of the Projects in the event of any transfer, conveyance or release made in accordance with this section.

(d) The Lessee shall have the right to sublease all or any portion of the Projects in furtherance of the performance of its governmental, proprietary, and administrative functions and

the purposes of the Projects, but Lessee shall continue to be responsible for all obligations under the Lease.

Section 5.03. Basic Rent.

(a) At least five business days prior to each [] 1 and [] 1 in each year, beginning [] 1, 20__], until the principal of and interest on all outstanding Bonds shall have been paid or provision therefor shall have been made in accordance with the Resolution, the Lessee will deposit, for the account of the Authority, directly to the Sinking Fund, as Basic Rent for the Projects, a sum equal to the amount necessary to provide sufficient funds for the payment of all principal and interest coming due on the Bonds, whether by reason of maturity, scheduled mandatory redemption or otherwise, on the following [] 1 and [] 1 of each year. Each payment of Basic Rent under this Section will be in such amount as will create a balance in the Sinking Fund sufficient to pay the total amount of all interest and principal payable on each [] 1 and [] 1 of each such year, and if at any payment date the balance in the Sinking Fund is insufficient to make the required payments of interest or of interest and principal on such date, the Lessee shall thereupon deposit the amount of any such deficiency to the Sinking Fund.

(b) At such time as the amount held in the Sinking Fund shall be sufficient to pay, at the times required, the principal of and interest on the Bonds then outstanding and unpaid, the Lessee shall not be obligated to make any further payments of Basic Rent.

(c) All payments of Basic Rent will be applied in the manner provided in the Resolution.

Section 5.04. Additional Rent. The Lessee shall also pay to the persons entitled thereto as Additional Rent hereunder, until the principal of and interest on the Bonds shall have been fully paid or provision of the payment thereof shall have been made in accordance with the provisions of the Resolution:

(a) all utility rents, service fees, maintenance and other charges incurred in connection with the Projects or any part thereof;

(b) the fees of the Bond Registrar and Paying Agent, if any; and

(c) any and all other fees, charges, expenses, and items of any kind or nature whatever that may become due and payable by the Authority or the Lessee in any way arising out of the Resolution or the Projects or out of the issuance of the Bonds or out of this Lease.

Section 5.05. Rent as a Continuing Obligation of the Lessee. In the event the Lessee should fail to make any of the payments required in its Article, the item or installment due and not paid shall be a continuing obligation of the Lessee until the amount due shall have been paid in full together with interest thereon at the highest rate borne by the Bonds.

Section 5.06. Prepayment of Basic Rent. The Basic Rent for which provision is made in this Article shall be subject to prepayment, in whole or in part, in multiples of \$5,000, for the purpose of paying, at the option of the Lessee, all or part of the Bonds in accordance with the provisions of the Resolution. The Lessee shall pay all costs which may be incurred in connection with the payment or defeasance of the Bonds.

Section 5.07. Call of Bonds for Redemption. No prepayment of any amount of Basic Rent in accordance with the provisions of Section 5.06 hereof shall relieve the Lessee to any extent from its obligations hereafter to make the full Basic Rent and Additional Rent payments required by the provisions hereof until all Bonds issued under the Resolution and the interest thereon and the charges of the Bond Registrar and Paying Agent, if any, have been paid in full. Upon any prepayment of Basic Rent, as authorized by Section 5.06, in part, the amount of such prepayment shall be used for the purpose of paying or redeeming the Bonds. If less than all of the Bonds of any maturity are to be called for redemption, the Bonds of such maturity shall be called for redemption by lot in the manner prescribed by the Paying Agent. Upon the prepayment of such Basic Rent in whole the amount of such prepayment shall be used to pay or redeem all Outstanding Bonds in the manner provided in the Resolution.

Section 5.08. Basic Rent Deposited to Sinking Fund. The Basic Rent for which provision is made in Section 5.03(a) shall be deposited by the Lessee directly to the Sinking Fund for the account of the Authority. The Additional Rent for which provision is made in Section 5.04 shall be paid directly to the persons entitled thereto, or, with regard to the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent in the circumstances described in Section 509(a) and (b) of the Resolution, to the special fund described therein.

Section 5.09. Lessee's Obligations Unconditional. The obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatsoever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal of and redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, together with all fees and expenses incident thereof, the Lessee (i) will not suspend or discontinue any payments of Basic Rent or Additional Rent, (ii) will perform and observe all of its other covenants and agreements contained in this Lease, and (iii) will not terminate this Lease for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, *force majeure*, destruction of or damage to the Projects or any part thereof, frustration of purpose, the unavailability for use by the Lessee on the date hereof or on any date hereafter of the Projects or of any item of equipment, machinery or other facility included therein, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease or out of the Resolution, including any failure of the Authority to acquire or to have acquired any portion of the equipment

or other facilities covered or to be covered by this Lease on the date hereof or on any date hereafter. The Lessee will bear all risk of damage to, or destruction in whole or in part, of the Projects or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the Lessee with any of the terms of this Lease.

Section 5.10. Lessee's Remedies. If the Authority shall fail to perform any of its agreements in this Lease, the Lessee may institute such action against the Authority as the Lessee may deem necessary to compel such performance so long as such action shall not violate the Lessee's obligations to pay Basic Rent or Additional Rent. The Lessee may at its own cost and expense, and in its own name or in the name of the Authority, prosecute or defend any action or proceeding against third parties or take any other action which the Lessee deems reasonably necessary in order to secure or protect its rights of possession, occupancy, and use of the Projects under this Lease, in which event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceedings if the Lessee shall so request.

Section 5.11. Tax Levy to Pay Rent. The Lessee will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. As security for the payments required to be made and the obligations required to be performed by the Lessee hereunder, the Lessee hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The Lessee, in order to make such funds available for such purpose in each fiscal year, will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Lease, include sums sufficient to satisfy the payments required to be made under this Lease, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the Lessee to make the payments provided for pursuant to the terms of this Lease shall constitute a general obligation of the Lessee and a pledge of the full faith and credit of the Lessee to provide the funds required to fulfill such obligation.

Section 5.12. [Reserved].

Section 5.13. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the Projects superior to the lien herein created for the payment of the Series 2024 Taxable Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the Projects and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Series 2024 Taxable Bonds.

Section 5.14. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the Projects *pari passu* with the Series 2024 Taxable Bonds for the specific purpose of financing further improvements or

additions, real or personal, to the Projects, provided all the provisions of Section 507 of the Resolution are met.

[END OF ARTICLE V]

ARTICLE VI
REPAIRS, MAINTENANCE, OPERATION, AND ALTERATION
OF PROJECTS BY LESSEE,
RELEASE AND REMOVAL OF FACILITIES OR PORTIONS OF PROJECTS

Section 6.01. Use, Operation, Maintenance, and Repair. The Lessee will operate and use the Projects in furtherance of the lawful governmental, proprietary, and administrative purposes of the Lessee. The Lessee will at all times, at its own expense, or will cause its sub-tenants, to maintain, preserve, and keep the Projects and every part thereof and all property used in connection therewith in good condition, repair, and working order and will from time to time make all needed and proper repairs, replacements, additions, betterments and improvements thereto so that the use of the operations pertaining to the Projects and to every part thereof shall at all times be conducted properly.

Section 6.02. Removal of Equipment. Neither the Authority nor the Lessee is under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment or other personalty forming a part of the Projects. In any instance where the Lessee in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Lessee may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the Lessee, and the Lessee may sell, trade, exchange or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the Projects.

Section 6.03. Projects Free from Liens. The Lessee will not permit, either in the operation, maintenance, repair, improvement, alteration or modification of the Projects or any building, facility or equipment constituting any part hereof, any lien, debt, pledge, assessment, encumbrance or charge thereon, or on any part thereof, or upon the revenue derived therefrom, ranking equally with or superior to the charge or lien created upon , or the pledge of the Basic Rent from the Projects made by the Resolution to secure the payment of the Series 2024 Taxable Bonds, and all lawful claims and demands for labor, materials, supplies or other charges, assessments or objects, which if unpaid might by law become a lien upon the Projects or upon the revenue therefrom, will be promptly paid or discharged, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge or assessment and, in the event of such contest, may permit such lien, charge or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom unless, by nonpayment of any such item the lien created by the Resolution on the revenue from the Projects will be materially endangered or the Projects or the revenue therefrom will be subject to loss or forfeiture, in which event such lien, charge or assessment shall be paid promptly. The Authority will cooperate fully with the Lessee in any such contest, and in the event the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Authority may, but shall be under no obligation to, pay the same, and any amounts so advanced therefor by the Authority shall become an additional obligation of the Lessee, which amount, together with interest thereon at the legal rate from the date thereof, the Lessee shall repay on demand.

Section 6.04. Alterations and Improvements to Projects. The Lessee, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the Projects, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes, provided that no such additions, deletions, alterations, modifications or improvements shall adversely affect the structural integrity of any building or facility and provided that any damage to the Projects or any part thereof occasioned by such additions, deletions, alterations, modifications or improvements shall be repaired by the Lessee at its own expense.

Section 6.05. Release and Removal of the Projects or Portions of the Projects. Upon the request of Columbus, the Authority shall promptly convey to Columbus all of the Authority's rights, title, and interest in the Projects or any portions of the Projects, if Columbus, in its sole discretion determines that it is necessary for and desirable for the Projects or portions of the Projects thereof to be conveyed to Columbus. The release and removal from this Lease of the Projects or any portions of the Projects and conveyance thereof to Columbus shall in no way affect or diminish the obligations of Columbus to pay Basic Rent or Additional Rent under the provisions of this Lease.

[END OF ARTICLE VI]

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.01. Insurance. Throughout the term of this Lease, the Lessee shall carry property and casualty insurance (provided the same is available at a reasonable premium) covering the Authority and the Lessee, insuring against liability arising out of the interests of the insured parties in the Projects to the same extent as the Lessee is covered by insurance against liability arising out of its interest in comparable facilities, and the Lessee shall keep the insurable portions of the Projects continuously insured in the same manner and with the same relative coverage as comparable facilities of the Lessee are insured and shall pay, as the same shall become due, all premiums with respect to such insurance.

Section 7.02. Notice of Cancellation. All insurance policies hereby required shall contain, to the extent obtainable, an agreement by the insurer not to cancel such insurance without at least thirty days prior written notice to each of the insured parties. Certificates of all such insurance shall be furnished by the Lessee to the Authority.

Section 7.03. Deductible Amounts. All insurance carried by the Lessee shall be maintained with generally recognized responsible insurance companies or other entity authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

- (a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado or winds; and
- (b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

Such coverage shall be selected by the Lessee, and may be written with deductible amounts comparable to those on similar policies carried by the Lessee. All policies evidencing such insurance shall provide for the payment of all losses to be made directly to the Lessee. All insurance herein required may be contained in blanket policies now or hereafter maintained by the Lessee.

Section 7.04. Damage or Destruction. (a) If, prior to full payment of the Series 2024 Taxable Bonds and any Parity Bonds or prior to provision for payment thereof having been made in accordance with the provisions of the Resolution, any building or other facility constituting any portion of the Projects is destroyed or damaged by fire or other casualty to such extent as to require the repair, rebuilding, or replacement thereof, the Lessee will continue to make the payments of Basic Rent and Additional Rent required hereby, and all proceeds of insurance resulting from the claim for any such loss, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such proceeds, shall be paid to and held by the Lessee in a separate trust account, whereupon the Lessee will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications, including the substitution and

addition of other property, as may be desired by the Lessee unless the Lessee determines that such replacement or repair is not in the best interest of the Lessee. If such property is to be repaired, rebuilt, or restored, the Lessee will apply so much as may be necessary of such net proceeds of insurance to payment of the costs of such replacement or repair, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the cost of such rebuilding, replacement or repair, the Lessee will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the rents payable hereunder.

(b) Any balance of such net proceeds remaining after payment of all the costs of such repair, rebuilding or restoration, or if it shall be determined that such repair, rebuilding or restoration is not in the best interest of the Lessee, then and in that event all of such net proceeds shall be paid into the Sinking Fund and may, at the Lessee's option and to the extent practicable, be used for the payment of Bonds as provided in the Resolution or may be applied against payments of Basic Rent. If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will, under the provisions of this subsection, be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, then the excess, if any, of such proceeds over the amount required for such payment and defeasance shall be paid to the Lessee.

Section 7.05. Condemnation. In the event that title to, or the temporary use of, the Projects, or any part thereof, shall be taken under the exercise of the power of eminent domain, the Lessee shall be obligated to continue to make the payments of Basic Rent and Additional Rent specified herein, and the Authority will cause the proceeds received by it from any award made in such eminent domain proceedings, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such award, to be paid to and held by the Lessee in a separate trust account. All such proceeds received by the Lessee referable to taking of all or substantially all the Projects, unless the Lessee by resolution of its governing body shall elect to have the proceeds applied in the manner provided in Section 7.07, shall be paid into the Sinking Fund, or, if all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment of all Bonds payable from the Sinking Fund by the payment of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.06. Condemnation Proceeds. All condemnation proceeds received by the Lessee referable to a taking of less than substantially all the Projects, or less than substantially all of any facility constituting a part thereof, shall be applied by the Lessee as follows:

(a) If the Lessee, by resolution of its governing body, determines that the efficient utilization of the Projects or the affected part thereof is not impaired by such taking, the net condemnation award shall be paid to the Sinking Fund.

(b) If determination is not made by the governing body of the Lessee that the efficient utilization of the Projects or the affected part thereof is not impaired by such taking, the Lessee shall proceed promptly to use the proceeds of the net condemnation award to repair, rebuild and

restore or to rearrange the Projects, or the portions thereof affected by such taking, to a condition substantially comparable to that which existed prior to such taking insofar as may be possible, or the Lessee shall direct the Authority to use such proceeds, to the extent practicable, to acquire unencumbered title to other facilities suitable for the Lessee's purposes, which facilities shall, upon such acquisition, become a part of the Projects and shall be available for use by the Lessee without the payment of any rent other than that herein provided, to the same extent as if such other facilities were specifically described herein and demised hereby, and any balance of the net condemnation award shall be paid into the Sinking Fund or, if such repair, replacement or rearrangement is not possible so as to make the Projects and all portions thereof suitable for the use of the Lessee, or if the Lessee, by resolution of its governing body shall determine that such repair, rebuilding, replacement or rearrangement would not be in the best interest of the Lessee, all the net condemnation award shall be deposited into the Sinking Fund, and the Lessee may apply such deposits to the payment of Basic Rent. If such property is to be repaired, replaced, or rearranged, the Lessee will apply so much as may be necessary of such net proceeds of the condemnation award to payment of the costs of such repair, replacement, or rearrangement, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the costs of such repair, replacement or rearrangement, the Lessee will complete the work involved and will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the Basic Rent payable hereunder.

(c) If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, together with the reasonable charges and fees, if any, to the Bond Registrar and Paying Agent, by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.07. Repair by the Lessee. If, in accordance with any of the foregoing provisions of this Article, the property is to be repaired or replaced after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking shall be paid into a special trust fund to be then created. Such trust fund shall be held by the Lessee during such repairing, renewing or replacing, in accordance with and subject to, and the Lessee, acting as trustee of said fund, shall disburse the money held in such special fund.

Section 7.08. Parties to Condemnation. In the event proceedings shall be instituted for the exercise of the power of eminent domain, the Lessee shall be made a party thereto and, if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of the Authority so that adjudication may be made of such damages, if any, as are to be paid to the Lessee as compensation for loss of its rights in the premises.

Section 7.09. Authority Indemnified; Immunity of Members of the Authority. (a) During the term of this Lease, the Lessee, at its own expense, shall handle to conclusion all claims obtained against the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any portion of the Projects occasioned by or growing out of or

arising or resulting from any tortious or negligent act on the part of the Lessee, and its agents or employees in connection with the operation, management, or maintenance of any part of the Projects, (ii) any use, non-use, condition of or defect in any part of the Projects, and (iii) any failure, breach, or default on the part of the Lessee in the performance of or compliance with any of the obligations of the Lessee under the terms of this Lease. Nothing herein shall be construed as waiving any rights of the Lessor or the Lessee under the doctrine of sovereign immunity.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2024 Taxable Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the Lessee, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the Lessee shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the Lessee shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Lease or in the Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the Lessee, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Lease, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the termination of this Lease.

[END OF ARTICLE VII]

ARTICLE VIII REMEDIES

Section 8.01. Events of Default. Each of the following events shall be an event of default that is to say if:

(a) Any payment of Basic Rent or Additional Rent herein contracted to be paid by the Lessee shall not be made in full as and when the same shall become due and payable.

(b) The Lessee shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the Lessee (other than as specified in (a) above) and such default shall continue for a period of thirty days after written notice has been given to the Lessee by the Authority specifying such default and requesting that it be remedied (or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion) unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if, by reason of force majeure, the Lessee is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payment of Basic Rent and Additional Rent, the payment of utility charges, the providing of insurance, and the indemnification of the Authority), the Lessee shall not be deemed in default during the continuance of such inability to perform. The term *force majeure*, shall mean, without limitation, acts of God; strikes, work stoppages, or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, pandemic or any other cause or event not reasonably within the control of the Lessee. The Lessee will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the Lessee from carrying out such obligations, provided, that the settlement of strikes, work stoppages, and similar disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(c) An event of default as described in the Resolution occurs and is continuing under the Resolution.

Section 8.02. Remedies on Default.

(a) Whenever any event of default referred to in the preceding Section shall have occurred and be continuing:

(1) The Authority may re-enter and take possession of all or such portions of the Projects as may be demanded without terminating this Lease and may operate or sublease such facilities for the account of the Lessee, holding the Lessee liable for the difference between net income or the rent and other amounts paid by such sublessee and the Basic

Rent and other amounts payable by the Lessee hereunder; provided, however, the Authority shall have no power to prejudice the rights of any other tenant or subtenant of Lessee or to terminate the obligation of the Lessee to pay Basic Rent hereunder.

(2) The Authority may terminate this Lease as to all or such portion of the Projects as may be demanded and exclude the Lessee from possession of such facilities and use its best efforts to operate or lease the same to another for the account of the Lessee, provided, however, the Authority shall have no power prejudice the rights of any other tenant or subtenant of Lessee or to terminate the obligation of the Lessee to pay Basic Rent hereunder, and the Lessee will continue to pay such Basic Rent as and when the same shall become due.

(b) In the event demand is made, in accordance with the provisions of this Section, for possession of any portion of the Projects, the Lessee will immediately surrender such possession, and the Authority may enter and take such possession, and the Lessee waives any and all right to recover or regain possession of such premises.

(c) The Authority may take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due, or to enforce the specific performance and observance of all obligations, agreements, and covenants of the Lessee under this Lease, the Resolution, and the Bonds.

(d) Any funds obtained pursuant to action taken under this Section, less all costs and expenses involved in the obtaining of such funds, shall be paid into the Sinking Fund and applied in accordance with the provisions of the Resolution or, if the Bonds have been fully paid or provision for payment thereof has been made in accordance with the provisions of the Resolution, to the Lessee.

(e) The Basic Rent and Additional Rent herein contracted to be paid by the Lessee shall remain payable until payment of the Bonds or provision for payment, in accordance with the terms of this Lease and Resolution, has been made.

Section 8.03. Payment After Default. No receipt of money hereunder from the Lessee after any such event of default shall operate to reinstate, continue, or extend the right of possession of the Lessee or affect in any way any notice theretofore given to the Lessee or operate as a waiver of the rights given hereby to enforce the payment of any Basic Rent or Additional Rent then due or thereafter falling due or operate as a waiver of any right to recover possession of the Projects or any part thereof by proper suit, action, proceeding, or remedy and, after the service of such notice or after the commencement of any suit, action, or summary proceeding or any other remedy, or after a final order of judgment for the possession of the Projects or any part thereof, the Authority may demand, receive, and collect from the Lessee all money due or thereafter falling due without in any manner affecting such notice, proceeding, suit, action, order, or judgment.

Section 8.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under

this Lease or now or hereinafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the owners of the Bonds who shall be entitled to the benefits of all covenants and agreements herein contained.

Section 8.05. Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease and the Authority shall employ attorneys or incur other expenses for the collection of rent or the enforcement, performance, or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.06. Waiver of Breach Limited. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

Section 8.07. Lessee Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Lease or under the Resolution, the Authority hereby vests the Lessee with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.08. Failure to Enforce Agreement Not a Waiver. The failure of the Authority to enforce any agreement, condition, covenant, or term of this Lease by reason of any default or breach by the Lessee shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX
TERMINATION OF LEASE

Section 9.01. Cancellation of Lease by Payment of Bonds. The Lessee shall have the option to cancel or terminate this Lease at any time prior to full payment of the Bonds, or prior to the making of provision for payment thereof in accordance with the provisions of the Resolution, by depositing to the Sinking Fund an amount which, when added to the amount on deposit in the Sinking Fund, will be sufficient to pay and retire all Outstanding Bonds and the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent, in accordance with the provisions of the Resolution.

Section 9.02. Conveyance of Projects to Lessee. Upon full payment of the Series 2024 Taxable Bonds or upon the making of provision for payment thereof in accordance with the provisions of the Resolution, the Authority thereupon will convey all and real and personal property held by the Authority and constituting a part of the Projects to the Lessee without further consideration. If Parity Bonds are issued hereafter in accordance with Section 507 of the Resolution and are outstanding upon full payment of the Series 2024 Taxable Bonds, any of the Projects which does not receive any portion of the proceeds of such Parity Bonds for completion of or improvements or additions to the Projects comprising such Projects may be conveyed to the Lessee upon payment in full of the Series 2024 Taxable Bonds. The Projects or portions of the Projects may be released or removed from this Lease and conveyed to the Lessee prior to payment in full of the Bonds in accordance with Section 6.05.

[END OF ARTICLE IX]

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01. Bondowners as Third Party Beneficiaries. This Lease, in addition to being made for the benefit of the parties hereto, is made for the benefit of the owners from time to time of the Bonds issued in accordance with the Resolution and this Lease, and said owners shall succeed to any and all rights of the Authority in the manner provided in the Resolution.

Section 10.02. Amendment of Lease Restricted. Except as otherwise authorized hereby or by the Resolution, subsequent to the issuance of the Series 2024 Taxable Bonds and prior to their payment in full or prior to the making of provision for the payment thereof in accordance with the provisions of the Resolution, this Lease may not be amended, changed, modified, altered, or terminated except as authorized hereby or by the Resolution.

Section 10.03. Severability. In case any one or more of the provisions of this Lease or of the Bonds issued hereunder and under the Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Lease and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and if any provisions hereof conflict with any applicable provision of Georgia law, such law as adopted by the legislature and as interpreted by the courts of the State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 10.04. Counterparts. This Lease Contract may be executed concurrently in two or more counterparts, each of which shall be an original, and it shall not be necessary, in making proof of this Lease Contract, to produce or account for more than one such counterpart.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority has caused this Lease Contract to be executed in its corporate name and has caused its corporate seal to be hereunto impressed and attested and the Lessee has caused this Lease to be executed in its corporate name and its corporate seal to be hereunto impressed and attested, all by their respective duly authorized officers as of the day and year first above written.

COLUMBUS BUILDING AUTHORITY

(SEAL)

By: _____
Chairman

Attest: _____
Secretary/Treasurer

Signed, sealed and delivered
this ____ day of _____, 2024.

Witness

Notary Public

COLUMBUS, GEORGIA

By: _____
Mayor

(SEAL)

Attest: _____
Clerk of Council

Signed, sealed and delivered
this ____ day of _____, 2024.

Witness

Notary Public

Lease Contract

EXHIBIT A

Legal Description for Project

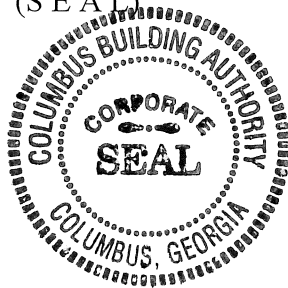
[To Be Added]

SECRETARY/TREASURER'S CERTIFICATE

I, the undersigned Secretary/Treasurer of the Columbus Building Authority, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Columbus Building Authority in public meeting assembled on January 22, 2024, the original of which Resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody and control.

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

(S E A L)



Angelica Algranich
Secretary/Treasurer

Exhibit B

Supplemental Bond Resolution
to be adopted by Columbus Building Authority
3-27-24

(See Attached)

SUPPLEMENTAL BOND RESOLUTION

A SUPPLEMENTAL BOND RESOLUTION OF THE COLUMBUS BUILDING AUTHORITY (THE “AUTHORITY”) TO SUPPLEMENT AND AMEND A BOND RESOLUTION ADOPTED BY THE AUTHORITY ON JANUARY 22, 2024, WHICH PROVIDED FOR THE ISSUANCE OF THE AUTHORITY’S TAXABLE LEASE REVENUE BONDS, SERIES 2024 (THE “SERIES 2024 TAXABLE BONDS”), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000; TO ESTABLISH THE FINAL PRINCIPAL AMOUNTS, FINAL MATURITY DATES, THE INTEREST RATES, INTEREST PAYMENT DATES, AND REDEMPTION PROVISIONS FOR THE SERIES 2024 TAXABLE BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the Columbus Building Authority (the “**Authority**”), by a bond resolution adopted on January 22, 2024 (the “**Resolution**”), authorized the issuance of the COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024 (the “**Series 2024 Taxable Bonds**”), in the aggregate principal amount not to exceed \$50,000,000; and

WHEREAS, Section 202(a) of the Resolution provided that the Series 2024 Taxable Bonds shall be dated as of their date of issuance and delivery, shall bear interest payable semi-annually, on the dates, at an interest rate not to exceed 7.00% per annum, may be subject to redemption, and shall mature in the years and principal amounts to be set forth in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2024 Taxable Bonds, with a final maturity date not later than January 1, 2054; and

WHEREAS, Section 202(a) of the Resolution further provided that the annual principal of and interest on the Series 2024 Taxable Bonds shall not exceed \$5,500,000, and the Series 2024 Taxable Bonds as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Bond Registrar; and

WHEREAS, Section 301 of the Resolution provided that the provisions relating to optional redemption and scheduled mandatory redemption of the Series 2024 Taxable Bonds shall be set forth in a supplemental resolution of the Authority; and

WHEREAS, Section 401 of the Resolution provided that the proceeds derived from the sale of the Series 2024 Taxable Bonds shall be applied by the Authority as set forth in a supplemental resolution to be adopted by the Authority prior to the issuance and delivery of the Series 2024 Taxable Bonds; and

WHEREAS, it is necessary that the Authority supplement and amend the Resolution by the adoption of this Supplemental Resolution to accomplish, among other things, the foregoing.

NOW, THEREFORE, BE IT RESOLVED by the Columbus Building Authority, in public meeting lawfully called and assembled, and it is hereby resolved by authority of the same that:

1. Authorization of Series 2024 Taxable Bonds. The Series 2024 Taxable Bonds are hereby authorized to be issued in the aggregate principal amount of \$50,000,000.

2. Maturities, Interest Payment Dates, Date, Denominations, and Other Particulars of the Bonds. Article II, Section 202(a) of the Resolution hereby is deleted in its entirety and in lieu thereof the following is inserted:

(a) The Series 2024 Taxable Bonds shall be dated as of the date of their execution and delivery (the “**Bond Date**”). The Series 2024 Taxable Bonds as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Bond Registrar. The Series 2024 Taxable Bonds shall mature and be paid annually on January 1 in the years and the principal amounts set forth below, and shall bear interest at the rates per annum set forth below, calculated on the basis of a 360-day year consisting of twelve 30-day months, payable on January 1 and July 1 of each year (each an “**Interest Payment Date**”), beginning January 1, 2025, until the obligation with respect to the payment of the principal thereof shall be discharged.

<u>Principal Amount</u>	<u>Matures in the Year</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Matures in the Year</u>	<u>Interest Rate</u>
\$1,590,000	2026	6.000%	\$2,565,000	2035	4.650%
1,690,000	2027	6.000	2,685,000	2036	4.700
1,790,000	2028	6.000	2,810,000	2037	4.750
1,895,000	2029	6.000	2,945,000	2038	4.800
2,010,000	2030	5.000	3,085,000	2039	4.850
2,110,000	2031	5.000	3,235,000	2040	4.850
2,215,000	2032	5.000	3,390,000	2041	4.900
2,325,000	2033	5.000	3,560,000	2042	4.900
2,445,000	2034	5.000	3,735,000	2043	5.000
			3,920,000	2044	5.000

3. Redemption of Series 2024 Taxable Bonds. Article III, Section 301 of the Resolution is hereby deleted in its entirety and in lieu thereof the following is inserted:

Section 301. Redemption of Series 2024 Taxable Bonds.

(a) Optional Redemption of Series 2024 Taxable Bonds. The Series 2024 Taxable Bonds maturing on January 1, 2035, and thereafter, are subject to redemption by the Authority, at the direction of Columbus, in whole or in part, at any time, beginning January 1, 2034 (if less than all of the Series 2024 Taxable Bonds of a maturity are to be redeemed, the actual Series 2024 Taxable Bonds of such maturity shall be selected by lot in such manner as may be designated by DTC while the Series 2024 Taxable Bonds are held as book-entry bonds and by the Paying Agent if the Series 2024 Taxable Bonds are no longer held as book-entry bonds), in such order as may be designated by the Authority at a redemption price of 100% of the principal amount of the Series 2024 Taxable Bonds called for redemption plus accrued interest to the redemption date.

(b) Notice of Redemption. Notice of redemption of the Series 2024 Taxable Bonds pursuant to this Article shall be given by Bond Registrar and Paying Agent one time not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Holders of each of the Series 2024 Taxable Bonds being called for redemption by first class, registered or certified mail as the Paying Agent shall determine is necessary at the address shown on the register of the Bond

Registrar as of 45 days prior to the date fixed for redemption. Said notice may be a conditional notice subject to such conditions as described in the notice. Said notice shall contain the complete official name of the Series 2024 Taxable Bonds, CUSIP number, certificate numbers, amounts called of each certificate (for partial calls), redemption date, redemption price, the Paying Agent's name and address (with contact person and phone number), date of issue of the Series 2024 Taxable Bonds, interest rate and maturity date. Said notice shall also be given by certified mail, return receipt requested, not less than 30 days nor more than 60 days prior to the date fixed for redemption, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System or as may be required by applicable law or regulation at the time of giving such notice. No transfer or exchange of any Series 2024 Taxable Bonds so called for redemption shall be allowed. In the event any Holder of any Series 2024 Taxable Bond being redeemed pursuant to the provisions of this Article shall fail to present for redemption any such Series 2024 Taxable Bond within sixty days after the date fixed for redemption, a second notice of the redemption of such Series 2024 Taxable Bond shall be given to said owner at the address of said owner as shown on the bond register of the Bond Registrar within ninety days after the date fixed for redemption. The failure of the Paying Agent to give such notice shall not affect the validity of the proceedings for the redemption of any Series 2024 Taxable Bond as to which no such failure occurred. Any notice mailed or delivered as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

(c) *Manner of Redemption.* Series 2024 Taxable Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In the case of Series 2024 Taxable Bonds of denominations greater than \$5,000, if less than all of such Series 2024 Taxable Bonds of a single maturity then outstanding are to be called for redemption then for all purposes in connection with redemption, each \$5,000 of face value shall be treated as though it were a separate Series 2024 Taxable Bond in the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by any Series 2024 Taxable Bond are to be called for redemption, then upon notice of the intention to redeem such \$5,000 unit or units, the owner of such Series 2024 Taxable Bond shall forthwith surrender such Series 2024 Taxable Bond to the Paying Agent for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption and there shall be issued to the registered owner thereof, without charge therefor, fully registered Series 2024 Taxable Bonds for the unredeemed balance of the principal amount thereof, in any of the authorized denominations. If the owner of any such Series 2024 Taxable Bond of a denomination greater than \$5,000 shall fail to present such Series 2024 Taxable Bond to the Paying Agent for payment and exchange as aforesaid, such Series 2024 Taxable Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Series 2024 Taxable Bond represented by such \$5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent and being available for the redemption) such Series 2024 Taxable Bond shall not be entitled to the benefit and security of this Resolution to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such \$5,000 unit or units.

(d) Effect of Redemption Call. Notice having been given in the manner and under the conditions prescribed herein, and money for the payment of the redemption price being held by the Paying Agent, all as provided in this Resolution, the Series 2024 Taxable Bonds or the portion thereof so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Series 2024 Taxable Bonds on such date. Interest on the Series 2024 Taxable Bonds or the portion thereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless default shall be made in payment of the redemption price thereof upon presentation and surrender thereof. Such Series 2024 Taxable Bonds shall cease to be entitled to any lien, benefit or security under this Resolution and the owners of such bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such bond or the portion thereof so called shall not be considered to be outstanding. Upon surrender of such bond paid or redeemed in part only, the Authority shall execute and the Bond Registrar shall deliver to the owner thereof, at the expense of Columbus, a new Bond or Bonds of the same type and series, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of the Series 2024 Taxable Bond.

4. Application of Proceeds. Article IV, Section 401 of the Resolution is hereby deleted in its entirety and in lieu thereof the following is inserted:

Section 401. Application of Proceeds of Bonds. The proceeds derived from the sale of the Series 2024 Taxable Bonds shall be applied by the Authority, concurrently with the delivery of the Series 2024 Taxable Bonds to the initial purchaser or purchasers thereof, as follows:

(a) to the extent not paid or reimbursed by the purchaser of the Series 2024 Taxable Bonds, all costs and expenses in connection with the issuance and sale of the Series 2024 Taxable Bonds, including without limitation the fees and expenses of accountants, attorneys, and financial advisors, shall be paid by the Authority to those persons who shall be entitled to receive the same;

(b) the balance of the proceeds from the sale of the Series 2024 Taxable Bonds shall be deposited by the Authority in an account or sub-account and within the Construction Fund to be established and maintained to assure that the expenditure of such funds is made in accordance with this Resolution on Projects funded with proceeds of the Series 2024 Taxable Bonds and the necessary directions and certifications to be made by officers of Columbus or the Authority.

5. Approval of Official Statement. The Authority has caused to be prepared and distributed a Preliminary Official Statement with respect to the Series 2024 Taxable Bonds and shall prepare, execute, and deliver an Official Statement for the Series 2024 Taxable Bonds in final form and the execution and delivery of said Official Statement in final form be and the same are hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Series 2024 Taxable Bonds be and the same is hereby ratified and confirmed, and the Chairman, Vice Chairman or Secretary of the Authority was and is duly authorized to “deem final” the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12. The Chairman or Vice Chairman of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority and said Official Statement shall

be in substantially the form of the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman and the execution of said Official Statement by the Chairman or Vice Chairman as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Preliminary Official Statement and Official Statement for and on behalf of the Authority is hereby authorized, ratified, and approved.

6. Authorization of Lease. The execution, delivery, and performance of the Lease by and between the Authority and Columbus be and the same are hereby authorized. The Lease shall be in substantially the form attached as Exhibit A to the Resolution with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority. The Lease shall be executed by the Chairman or Vice-Chairman of the Authority and the seal thereof impressed thereon and attested by the Secretary of the Authority.

7. Acceptance of Bid for Purchase of the Series 2024 Taxable Bonds. In accordance with the Official Notice of Sale dated March 20, 2024 distributed on behalf of the Authority by Davenport & Company LLC, as financial advisor to the Authority and Columbus, the Authority received electronic bids for the purchase of the Series 2024 Taxable Bonds on March 26, 2024, and the Finance Director of Columbus, with the assistance of Davenport & Company LLC, reviewed the bids and determined that the best bid for the Series 2024 Bonds was submitted by Robert W. Baird & Co., Inc. Said bid has been approved and accepted by the Council of Columbus and is hereby approved and accepted on behalf of the Authority, subject to the terms of the Resolution and this Supplemental Resolution.

8. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Resolution and this Supplemental Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2024 Taxable Bonds.

9. Preparation of Restated Resolution. The Secretary/Treasurer of the Authority is authorized to prepare, or to supervise the preparation of, and to certify as to the accuracy of, a form of resolution combining the provisions of the Resolution with the amendments contained in this Supplemental Resolution to create one document which may be used for convenience of reference.

10. Ratification of Resolution. Except as specifically supplemented and amended by the provisions of this Supplemental Resolution, the Resolution hereby is ratified and reaffirmed and shall continue in full force and effect.

APPROVED AND ADOPTED in public meeting, this March 27, 2024.

COLUMBUS BUILDING AUTHORITY

By: _____
Vice Chairman

Supplemental Bond Resolution

SECRETARY/TREASURER'S CERTIFICATE

I, the undersigned Secretary/Treasurer of the Columbus Building Authority, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Columbus Building Authority in public meeting assembled on March 27, 2024, the original of which Resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody and control.

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

(S E A L)

Secretary/Treasurer

Exhibit C

Form of Intergovernmental Lease Contract

(See Attached)

LEASE CONTRACT

by and between

COLUMBUS BUILDING AUTHORITY

and

COLUMBUS, GEORGIA

Dated as of [April 9, 2024]

Relating to the issuance of

\$50,000,000

in aggregate principal amount of

COLUMBUS BUILDING AUTHORITY

TAXABLE LEASE REVENUE BONDS, SERIES 2024

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definitions.....	3
Section 1.02. Rules of Construction	3

ARTICLE II
REPRESENTATIONS OF THE PARTIES

Section 2.01. Constitutional Authority for Lease	4
Section 2.02. Creation and Powers of Authority	4
Section 2.03. The Projects	5
Section 2.04. Lease of Projects	5
Section 2.05. Costs of the Projects.....	5
Section 2.06. Representations and Warranties of the Authority	6
Section 2.07. Representations and Warranties by the Lessee	6

ARTICLE III
ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. The Series 2024 Taxable Bonds	8
Section 3.02. Date, Denomination, and Maturities	8
Section 3.03. Interest Payments	8
Section 3.04. Security for the Series 2024 Taxable Bonds	8

ARTICLE IV
ACQUISITION, CONSTRUCTION, AND EQUIPPING THE PROJECTS

Section 4.01. Acquisition, Construction, and Equipping Project; by Lessee	10
Section 4.02. Construction Fund.....	10
Section 4.03. Agency of Lessee	10
Section 4.04. Modifications and Changes in Plans	10
Section 4.05. Powers Vested in Authorized Lessee Representative	11
Section 4.06. Costs of the Projects.....	11
Section 4.07. Lessee to Provide Funds for Completion.....	11
Section 4.08. Enforcement of Contracts and Surety Bonds.....	11

ARTICLE V
EFFECTIVE DATE AND TERM OF LEASE; RENTAL PROVISIONS

Page

Section 5.01. Term of Lease	13
Section 5.02. Possession; Quiet Enjoyment; Release of Property	13
Section 5.03. Basic Rent	14
Section 5.04. Additional Rent	14
Section 5.05. Rent as a Continuing Obligation of the Lessee	14
Section 5.06. Prepayment of Basic Rent	15
Section 5.07. Call of Bonds for Redemption	15
Section 5.08. Basic Rent Deposited to Sinking Fund	15
Section 5.09. Lessee's Obligations Unconditional	15
Section 5.10. Lessee's Remedies	16
Section 5.11. Tax Levy to Pay Rent	16
Section 5.12. [Reserved]	16
Section 5.13. Prior Lien of Bonds	16
Section 5.14. Parity Bonds	16

ARTICLE VI
REPAIRS, MAINTENANCE, OPERATION, AND ALTERATION
OF PROJECT BY LESSEE,
RELEASE AND REMOVAL OF PROJECT OR PORTIONS OF THE PROJECT

Section 6.01. Use, Operation, Maintenance, and Repair	18
Section 6.02. Removal of Equipment	18
Section 6.03. Projects Free from Liens	18
Section 6.04. Alterations and Improvements to Projects	19
Section 6.05. Release and Removal of the Projects or Portions of the Projects	19

ARTICLE VII
INSURANCE AND INDEMNITY

Section 7.01. Insurance	20
Section 7.02. Notice of Cancellation	20
Section 7.03. Deductible Amounts	20
Section 7.04. Damage or Destruction	20
Section 7.05. Condemnation	21
Section 7.06. Condemnation Proceeds	21
Section 7.07. Repair by Lessee	22
Section 7.08. Parties to Condemnation	22
Section 7.09. Authority Indemnified; Immunity of Members of Authority	22

ARTICLE VIII REMEDIES

	<u>Page</u>
Section 8.01. Events of Default	24
Section 8.02. Remedies on Default	24
Section 8.03. Payment After Default	25
Section 8.04. Remedies Not Exclusive	25
Section 8.05. Attorneys' Fees and Expenses	26
Section 8.06. Waiver of Breach Limited	26
Section 8.07. Lessee Authorized to Cure Default of Authority	26
Section 8.08. Failure to Enforce Agreement Not a Waiver	26

ARTICLE IX TERMINATION OF LEASE

Section 9.01. Cancellation of Lease by Payment of Bonds	27
Section 9.02. Conveyance of Projects to Lessee	27

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01. Bondowners as Third Party Beneficiaries	28
Section 10.02. Amendment of Lease Restricted	28
Section 10.03. Severability	28
Section 10.04. Counterparts	28

Exhibits A: Legal Descriptions of the Project.

STATE OF GEORGIA)
)
 MUSCOGEE COUNTY) LEASE CONTRACT

This Lease Contract (this “**Lease**”), made and entered into as of [April 9, 2024], by and between the COLUMBUS BUILDING AUTHORITY (the “**Authority**”), a public body corporate and politic and an instrumentality and a public corporation of the State of Georgia, as Lessor, and COLUMBUS (“**Columbus**” or the “**Lessee**”), a political subdivision of the State of Georgia, as Lessee.

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an amendment to the Constitution of the State of Georgia, I Ga. L. 1966, p. 946, as amended by II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778 (collectively, the “**Act**”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under the Act, the Authority is empowered to undertake “projects” which include all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of the Lessee in the performance of its governmental, proprietary, and administrative functions; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or with respect to the use of projects which it causes to be erected or acquired and to contract with the Lessee upon such terms as for such purposes as may be deemed advisable for a term not exceeding 30 years; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of its revenue bonds for the purpose of paying all or any part of the cost of one or more projects and provide for the issuance of its refunding bonds for the purpose of calling, refunding or refinancing any such revenue bonds; and

WHEREAS, the Council of Columbus requested, by Resolution No. 463-23 adopted on December 21, 2023, that the Authority finance through the issuance of the Authority’s revenue bonds the acquisition, renovations, additions and improvements to Golden Park, a historic baseball stadium located in downtown Columbus, which has been used by Columbus as a minor league baseball stadium and as a recreational attraction for collegiate and high school baseball and softball teams, in accordance with the plans and specifications more particularly described in documents

on file with the Clerk of Council of Columbus and, by this reference thereto, incorporated herein and made a part hereof as fully set forth herein in their entirety; and

WHEREAS, the projects consist of various capital improvements, repairs and replacements to Golden Park and other improvements to the South Commons area, including, without limitation, improvements to Golden Park stadium seating, lighting, press boxes, locker rooms, concessions and kitchens, multi-purpose rooms and office space (collectively, the “**Projects**”).

WHEREAS, the Authority adopted its bond resolution on January 22, 2024, as supplemented and amended on March 27, 2024 (together, the “**Resolution**”), which authorizes the issuance of its COLUMBUS BUILDING AUTHORITY TAXABLE LEASE REVENUE BONDS, SERIES 2024, in the aggregate principal amount of \$50,000,000 (the “**Series 2024 Taxable Bonds**”), which approved the form of and authorized the execution and delivery of this Lease; and

WHEREAS, Columbus, by Resolution No. ____-24, adopted by the Council of Columbus on March 26, 2024, approved the final form of this Lease and authorized its execution and delivery; and

WHEREAS, the obligation to pay Basic Rent (hereinafter defined) on the Projects under the provisions of this Lease constitutes a first lien and priority on such rent for the Projects, and

WHEREAS, the Lessee is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the Lessee and other available funds and to obligate the Lessee to make payment thereof to the Authority of the amounts provided for in this Lease; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or Columbus, but such bonds shall be payable from the rentals, revenues, earnings and funds of the Authority as provided in the resolution authorizing the issuance and securing the payment of such bonds, and the issuance of such bonds shall not directly, indirectly, or contingently obligate the State or Columbus to levy or pledge any form of taxation whatever for the payment thereof; however, Columbus may obligate itself to make the payments required under any contract entered into with the Authority from money received from taxes and from any other source and the obligation to make such payments shall constitute a general obligation and pledge of the full faith and credit of Columbus but shall not constitute a debt of Columbus within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, following study and investigation, the Lessee has determined that it is in the best interest of the Lessee to enter into this Lease with the Authority, for the benefit of the Lessee and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the Lessee hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority, but shall be payable solely out of the proceeds derived from this Lease, the sale of the Authority’s bonds, and the revenues and receipts derived from this Lease:

Lease Contract

2

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Lease.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary:

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

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

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

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

[END OF ARTICLE I]

ARTICLE II REPRESENTATIONS OF THE PARTIES

Section 2.01. Constitutional Authority for Lease. The Constitution of the State of Georgia, Art. IX, § III, ¶ I(a), provides that:

“[A]ny county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

Section 2.02. Creation and Powers of Authority. The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, at 5010, provides that:

1. . . . There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, . . . the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it.

* * *

3. (b) The word “project” shall mean and include . . . all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

* * *

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two or more structures, buildings or facilities of the

Lease Contract

4

Authority for a term not exceeding thirty years, and Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid

* * *

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued . . . for the purpose of paying all or any part of the cost of any project, including . . . the purpose of refunding . . . any such bonds of the Authority therefore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended . . . providing for the issuance of revenue bonds, and, . . . as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

Section 2.03. The Projects. For and in consideration of the Authority issuing its revenue bonds to provide funds sufficient, together with other funds available to Columbus and the Authority, to acquire and to renovate and improve the Projects for use by Columbus in the performance of its governmental, administrative, and proprietary functions, in accordance with the foregoing constitutional and statutory power and authority, Columbus, as grantor, directly or through its intermediaries, shall convey to the Authority, as grantee, in accordance with the provisions of the deeds, the Projects or portions thereof held by Columbus.

Section 2.04. Lease of Projects. The Lessee has determined that it is in the best interest of the Lessee to lease the Projects from the Authority. A legal description of the real property is attached hereto and made a part hereof as Exhibit A.

Section 2.05. Costs of the Projects. In order to pay the costs of Projects the Authority has authorized the issuance of the Series 2024 Taxable Bonds, for which provision is made upon the terms set forth in the Resolution, a certified copy of which Resolution is on file in the records of the Authority and the Lessee.

Section 2.06. Representations and Warranties of the Authority. The Authority makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as an instrumentality of the State;

(b) The issuance and sale of the Series 2024 Taxable Bonds, the execution and delivery of this Lease and the Resolution, and the performance of all covenants and agreements of the Authority contained in this Lease and of all other acts and things required under the Constitution and laws of the State to make this Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other entity which would have a material adverse effect on the right of the Authority to execute this Lease or the ability of the Authority to comply with any of its obligations under this Lease.

Section 2.07. Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Lessee is a consolidated county-wide government and a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this Lease, and, by proper action of its governing body, has authorized the execution and delivery of this Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Lease and the Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Lease by it except as shall have been obtained as of the date hereof;

(b) The Lessee does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the Projects or that the Projects or any portions thereof will be suitable to the Lessee's needs, and the Lessee recognizes that the Authority is not authorized to expend any funds for the Projects other than rental revenue received by it therefrom or the proceeds of the Series 2024 Taxable Bonds or other funds granted to it for such purposes;

(c) The authorization, execution, delivery, and performance by the Lessee of this Lease and compliance by the Lessee with the provisions thereof do not violate the laws of the State of Georgia relating to the Lessee or constitute a breach of or a default under any other law, court order, administrative regulation, or legal decree, or any agreement, or other instrument to which it is a party or by which it is bound;

(d) There is no litigation or proceeding pending, or to the knowledge of the Lessee threatened, against the Lessee or any other entity which would have a material adverse affect on the right of the Lessee to execute this Lease or its ability to comply with any of its obligations under this Lease.

(e) The Lessee will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Lease, failure of the Lessee to comply with the Continuing Disclosure Certificate shall not be considered a Event of Default under the Resolution or this Lease; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Lessee to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Taxable Bonds (including persons holding Series 2024 Taxable Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2024 Taxable Bonds for federal income tax purposes.

[END OF ARTICLE II]

ARTICLE III
ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. The Series 2024 Taxable Bonds. In order to provide funds to acquire, construct and renovate the Projects, the Authority will issue its Series 2024 Taxable Bonds, payable in accordance with the Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of the Series 2024 Taxable Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Series 2024 Taxable Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Series 2024 Taxable Bonds dated as of the date of issuance and delivery, shall bear interest at the rates set out below, payable semi-annually on the first days of January and July (each an “**Interest Payment Date**”) in each year, beginning January 1, 2025, and shall mature on January 1 in the years and in the amounts as follows:

<u>Principal Amount</u>	<u>Matures in the Year</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Matures in the Year</u>	<u>Interest Rate</u>
\$1,590,000	2026	6.000%	\$2,565,000	2035	4.650%
1,690,000	2027	6.000	2,685,000	2036	4.700
1,790,000	2028	6.000	2,810,000	2037	4.750
1,895,000	2029	6.000	2,945,000	2038	4.800
2,010,000	2030	5.000	3,085,000	2039	4.850
2,110,000	2031	5.000	3,235,000	2040	4.850
2,215,000	2032	5.000	3,390,000	2041	4.900
2,325,000	2033	5.000	3,560,000	2042	4.900
2,445,000	2034	5.000	3,735,000	2043	5.000
			3,920,000	2044	5.000

Subject to the optional redemption provisions set forth in Article III of the Resolution.

Section 3.03. Interest Payments. Interest on the Series 2024 Taxable Bonds will be paid on each Interest Payment Date, beginning January 1, 2025, in the manner stated in the Series 2024 Taxable Bonds until the obligation with respect to the payment of the principal thereof shall be discharged.

Section 3.04. Security for the Series 2024 Taxable Bonds. In order to secure the prompt payment of the principal of and interest on the Series 2024 Taxable Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained and in consideration of the purchase and acceptance of the Series 2024 Taxable Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2024 Taxable Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to the payment of the Series 2024 Taxable Bonds all the Basic Rent to be derived from this Lease, together with other funds and proceeds described in Section 701 of the Resolution.

[END OF ARTICLE III]

ARTICLE IV
ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECTS

Section 4.01. Acquisition Construction and Equipping Projects; by Lessee.

(a) The Authority will cause the proceeds from the sale of the Series 2024 Taxable Bonds to be applied in accordance with Section 401 of the Resolution, and Columbus has conveyed or will convey the Projects to the Authority in accordance with Section 2.03 hereof.

(b) The Authority authorizes the Lessee, subject to the terms and conditions set forth in this Lease, to provide for the acquisition, construction, and equipping of the Projects substantially in accordance with the plans and specifications which have been approved by the parties, and, from and after the initial disbursements from the Construction Fund for which provision is made in Section 402, the Lessee, as the agent of the Authority for such purpose, will undertake and complete, on behalf of the Authority, the acquisition, construction, and equipping of the Projects, and payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 404 of the Resolution. The Lessee, as such agent, will make all contracts and do all things necessary for the acquisition, construction, and equipping of the Projects for public use by the Lessee upon the terms and conditions set forth in this Lease. The Lessee will acquire, construct, and equip the Projects with all reasonable dispatch and with due diligence to completion, delays caused by force majeure only excepted.

Section 4.02. Construction Fund. At and upon the delivery of and payment of the Series 2024 Taxable Bonds, the Authority will apply the proceeds received from the sale thereof in the manner set forth in Section 401 of the Resolution and will deposit the balance of the proceeds from the sale of the Series 2024 Taxable Bonds in the Construction Fund.

Section 4.03. Agency of Lessee.

(a) The Authority, by the authorization and execution of this Lease and by the adoption of the Resolution, appoints the Lessee as its agent to contract for and complete the acquisition, construction, and equipping of the Projects, including specifically the acquisition of easements, rights-of-way, or other interests in property by condemnation or through other means, and to authorize payment of the costs thereof from the Construction Fund in accordance with the provisions of the Resolution, and the Lessee, by the execution hereof, accepts such appointment and covenants that it will complete the acquisition and installation of all equipment and other facilities constituting a part of the Projects with due diligence.

(b) The agency created by this Section shall be irrevocable and shall terminate only upon completion of the Projects, and nothing contained in this Lease shall relieve the Lessee of its obligation to pay Basic Rent and Additional Rent pursuant to the provisions hereof.

Section 4.04. Modifications and Changes in Plans. There shall be made only such modifications or changes in the plans and specifications as may be directed by the Authorized Lessee Representative. The Authority will enter into or accept the assignment of such contracts as the Lessee may request in writing signed by the Authorized Lessee Representative in order to accomplish such acquisition and installation.

Section 4.05. Powers Vested in Authorized Lessee Representative. By the authorization and execution of this Lease, the Lessee hereby vests the Authorized Lessee Representative with the power and authority to act on behalf of the Lessee in all matters relating to this Lease and to the Projects, to give all directions and make all certificates, requisitions, and requests required or authorized to be given or made hereunder, and to do all things required or authorized to be done by the Lessee hereunder.

Section 4.06. Costs of the Projects. For the purposes of this Article, the costs of acquiring, constructing, and equipping the Projects to be paid from the Construction Fund shall include the costs shown in the plans and specifications and which may, but shall not necessarily, include the purchase of various items of real and personal property, including easements, rights-of-way, or other interests in property; costs of construction and installation; costs of indemnity and fidelity bonds; premiums on insurance (if any) in connection with the Projects during the acquisition, construction, and equipping of the Projects; fees and expenses of engineers and architects for surveys, estimates, preparation of plans, specifications, and drawings and supervising of acquisition, construction and equipping, as well as for the performance of all other duties of such engineers and architects in relation to the Projects; actual expenses of administration of acquisition, office, and legal expenses, audits, and all other costs of expenditures not herein specified incident to the acquisition, construction, and equipping of modern and efficient facilities, including the financing charges and all expenses incident to the financing of the Projects; all other expenses preliminary to authorization and issuance of the Series 2024 Taxable Bonds; and obligations incurred for labor and contractors, builders, suppliers, and materialmen in connection with the Projects and for the placing of various facilities comprising the Projects into operation.

Section 4.07. Lessee to Provide Funds for Completion. In the event the assets in the Construction Fund available for payment of the costs of the Projects shall not be sufficient to pay the costs thereof in full, the Lessee will complete the Projects and, unless Parity Bonds are issued to fund such deficiency, as provided in Section 507 of the Resolution, will pay directly or pay to the Authority for deposit into the Construction Fund the amount required for completion of the Projects. The Authority does not make any warranty, either express or implied, that the funds which will be paid into the Construction Fund from the sale of the Series 2024 Taxable Bonds and which, under the provisions hereof, will be available for payment of the costs of the Projects will be sufficient to pay all the costs which will be incurred therefor. In the event the Lessee shall be required to pay any of the costs of completion of the Projects pursuant to the provisions of this Section, the Lessee shall not be entitled to any reimbursement therefor from the Authority or the Bondowners, nor shall it be entitled to any diminution of the rents payable under the provisions of Sections 5.03 and 5.04.

Section 4.08. Enforcement of Contracts and Surety Bonds. In the event of default of any contractor or subcontractor under any contract made in connection with the Projects or in the event of a breach of warranty with respect to materials, equipment, workmanship, or performance in connection with the Projects, the Lessee, in its own name or in the name of the Authority, may proceed, either separately or in conjunction with others, to exhaust the remedies of the parties against the manufacturer, contractor, or party so in default and against each of their sureties for the performance of such contract and may prosecute or defend any action or proceeding or take any other action involving any such manufacturer, contractor, party, or surety which the Lessee deems reasonably necessary, and in such event the Authority agrees to cooperate fully with the Lessee

and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments, or otherwise in connection with the foregoing prior to the completion of the Projects shall be paid into the Construction Fund and after such completion shall be used for the purchase or installation of replacement facilities or equipment or paid into the Sinking Fund.

[END OF ARTICLE IV]

ARTICLE V
EFFECTIVE DATE AND TERM OF LEASE; RENTAL PROVISIONS

Section 5.01. Term of Lease.

(a) The Authority leases to the Lessee and the Lessee leases from the Authority, for the use of the Lessee for the purposes specified herein and in the Constitution and laws of the State of Georgia, all real and personal property constituting the Projects, in accordance with the provisions hereof, at the rental covenanted by the Lessee in this Article to be paid and in accordance with the provisions of this Lease. This Lease shall be the binding obligation of the parties from and after its execution by the last party to execute the same. The term of this Lease shall begin with the issuance and delivery by the Authority of the Series 2024 Taxable Bonds and shall continue in full force and effect until all Series 2024 Taxable Bonds and any Parity Bonds which shall have been issued and are outstanding and the interest thereon have been paid or provision for the payment thereof shall have been made in accordance with the provisions of the Resolution, but in no event shall the term hereof exceed 30 years.

(b) The Authority covenants that it has or will acquire marketable fee simple title to the Projects. All portions thereof have been or will be properly conveyed to the Authority by the Lessee.

Section 5.02. Possession; Quiet Enjoyment; Release of Property.

(a) The Authority has or will deliver to the Lessee sole and exclusive possession of the Projects and the Lessee will accept possession of such facilities upon such delivery.

(b) The Authority has not and will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Projects during the term of this Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

(c) At the request of the Lessee, the Authority will convey, transfer or release to the Lessee, or the Lessee's assigns such tracts or parcels of land comprising portions of the Projects which are unimproved or which the Lessee needs for other governmental, proprietary, or administrative functions of the Lessee; provided, however, that such conveyance, transfer, or release shall in no way diminish or affect the obligation of Lessee to make all rental payments provided in Sections 5.03 and 5.04 hereof. As more specifically provided in Section 5.09, the obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. The parties agree that they will execute such amendments to this Lease as may be necessary to change the property description of the Projects in the event of any transfer, conveyance or release made in accordance with this section.

(d) The Lessee shall have the right to sublease all or any portion of the Projects in furtherance of the performance of its governmental, proprietary, and administrative functions and

the purposes of the Projects, but Lessee shall continue to be responsible for all obligations under the Lease.

Section 5.03. Basic Rent.

(a) At least five business days prior to each January 1 and July 1 in each year, beginning January 1, 2025, until the principal of and interest on all outstanding Bonds shall have been paid or provision therefor shall have been made in accordance with the Resolution, the Lessee will deposit, for the account of the Authority, directly to the Sinking Fund, as Basic Rent for the Projects, a sum equal to the amount necessary to provide sufficient funds for the payment of all principal and interest coming due on the Bonds, whether by reason of maturity, scheduled mandatory redemption or otherwise, on the following January 1 and July 1 of each year. Each payment of Basic Rent under this Section will be in such amount as will create a balance in the Sinking Fund sufficient to pay the total amount of all interest and principal payable on each January 1 and July 1 of each such year, and if at any payment date the balance in the Sinking Fund is insufficient to make the required payments of interest or of interest and principal on such date, the Lessee shall thereupon deposit the amount of any such deficiency to the Sinking Fund.

(b) At such time as the amount held in the Sinking Fund shall be sufficient to pay, at the times required, the principal of and interest on the Bonds then outstanding and unpaid, the Lessee shall not be obligated to make any further payments of Basic Rent.

(c) All payments of Basic Rent will be applied in the manner provided in the Resolution.

Section 5.04. Additional Rent. The Lessee shall also pay to the persons entitled thereto as Additional Rent hereunder, until the principal of and interest on the Bonds shall have been fully paid or provision of the payment thereof shall have been made in accordance with the provisions of the Resolution:

(a) all utility rents, service fees, maintenance and other charges incurred in connection with the Projects or any part thereof;

(b) the fees of the Bond Registrar and Paying Agent, if any; and

(c) any and all other fees, charges, expenses, and items of any kind or nature whatever that may become due and payable by the Authority or the Lessee in any way arising out of the Resolution or the Projects or out of the issuance of the Bonds or out of this Lease.

Section 5.05. Rent as a Continuing Obligation of the Lessee. In the event the Lessee should fail to make any of the payments required in its Article, the item or installment due and not paid shall be a continuing obligation of the Lessee until the amount due shall have been paid in full together with interest thereon at the highest rate borne by the Bonds.

Section 5.06. Prepayment of Basic Rent. The Basic Rent for which provision is made in this Article shall be subject to prepayment, in whole or in part, in multiples of \$5,000, for the

purpose of paying, at the option of the Lessee, all or part of the Bonds in accordance with the provisions of the Resolution. The Lessee shall pay all costs which may be incurred in connection with the payment or defeasance of the Bonds.

Section 5.07. Call of Bonds for Redemption. No prepayment of any amount of Basic Rent in accordance with the provisions of Section 5.06 hereof shall relieve the Lessee to any extent from its obligations hereafter to make the full Basic Rent and Additional Rent payments required by the provisions hereof until all Bonds issued under the Resolution and the interest thereon and the charges of the Bond Registrar and Paying Agent, if any, have been paid in full. Upon any prepayment of Basic Rent, as authorized by Section 5.06, in part, the amount of such prepayment shall be used for the purpose of paying or redeeming the Bonds. If less than all of the Bonds of any maturity are to be called for redemption, the Bonds of such maturity shall be called for redemption by lot in the manner prescribed by the Paying Agent. Upon the prepayment of such Basic Rent in whole the amount of such prepayment shall be used to pay or redeem all Outstanding Bonds in the manner provided in the Resolution.

Section 5.08. Basic Rent Deposited to Sinking Fund. The Basic Rent for which provision is made in Section 5.03(a) shall be deposited by the Lessee directly to the Sinking Fund for the account of the Authority. The Additional Rent for which provision is made in Section 5.04 shall be paid directly to the persons entitled thereto, or, with regard to the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent in the circumstances described in Section 509(a) and (b) of the Resolution, to the special fund described therein.

Section 5.09. Lessee's Obligations Unconditional. The obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatsoever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal of and redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, together with all fees and expenses incident thereof, the Lessee (i) will not suspend or discontinue any payments of Basic Rent or Additional Rent, (ii) will perform and observe all of its other covenants and agreements contained in this Lease, and (iii) will not terminate this Lease for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, *force majeure*, destruction of or damage to the Projects or any part thereof, frustration of purpose, the unavailability for use by the Lessee on the date hereof or on any date hereafter of the Projects or of any item of equipment, machinery or other facility included therein, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease or out of the Resolution, including any failure of the Authority to acquire or to have acquired any portion of the equipment or other facilities covered or to be covered by this Lease on the date hereof or on any date hereafter. The Lessee will bear all risk of damage to, or destruction in whole or in part, of the Projects or any

part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the Lessee with any of the terms of this Lease.

Section 5.10. Lessee's Remedies. If the Authority shall fail to perform any of its agreements in this Lease, the Lessee may institute such action against the Authority as the Lessee may deem necessary to compel such performance so long as such action shall not violate the Lessee's obligations to pay Basic Rent or Additional Rent. The Lessee may at its own cost and expense, and in its own name or in the name of the Authority, prosecute or defend any action or proceeding against third parties or take any other action which the Lessee deems reasonably necessary in order to secure or protect its rights of possession, occupancy, and use of the Projects under this Lease, in which event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceedings if the Lessee shall so request.

Section 5.11. Tax Levy to Pay Rent. The Lessee will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. As security for the payments required to be made and the obligations required to be performed by the Lessee hereunder, the Lessee hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The Lessee, in order to make such funds available for such purpose in each fiscal year, will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Lease, include sums sufficient to satisfy the payments required to be made under this Lease, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the Lessee to make the payments provided for pursuant to the terms of this Lease shall constitute a general obligation of the Lessee and a pledge of the full faith and credit of the Lessee to provide the funds required to fulfill such obligation.

Section 5.12. [Reserved].

Section 5.13. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the Projects superior to the lien herein created for the payment of the Series 2024 Taxable Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the Projects and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Series 2024 Taxable Bonds.

Section 5.14. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the Projects *pari passu* with the Series 2024 Taxable Bonds for the specific purpose of financing further improvements or additions, real or personal, to the Projects, provided all the provisions of Section 507 of the Resolution are met.

[END OF ARTICLE V]

ARTICLE VI
REPAIRS, MAINTENANCE, OPERATION, AND ALTERATION
OF PROJECTS BY LESSEE,
RELEASE AND REMOVAL OF FACILITIES OR PORTIONS OF PROJECTS

Section 6.01. Use, Operation, Maintenance, and Repair. The Lessee will operate and use the Projects in furtherance of the lawful governmental, proprietary, and administrative purposes of the Lessee. The Lessee will at all times, at its own expense, or will cause its sub-tenants, to maintain, preserve, and keep the Projects and every part thereof and all property used in connection therewith in good condition, repair, and working order and will from time to time make all needed and proper repairs, replacements, additions, betterments and improvements thereto so that the use of the operations pertaining to the Projects and to every part thereof shall at all times be conducted properly.

Section 6.02. Removal of Equipment. Neither the Authority nor the Lessee is under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment or other personalty forming a part of the Projects. In any instance where the Lessee in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Lessee may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the Lessee, and the Lessee may sell, trade, exchange or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the Projects.

Section 6.03. Projects Free from Liens. The Lessee will not permit, either in the operation, maintenance, repair, improvement, alteration or modification of the Projects or any building, facility or equipment constituting any part hereof, any lien, debt, pledge, assessment, encumbrance or charge thereon, or on any part thereof, or upon the revenue derived therefrom, ranking equally with or superior to the charge or lien created upon , or the pledge of the Basic Rent from the Projects made by the Resolution to secure the payment of the Series 2024 Taxable Bonds, and all lawful claims and demands for labor, materials, supplies or other charges, assessments or objects, which if unpaid might by law become a lien upon the Projects or upon the revenue therefrom, will be promptly paid or discharged, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge or assessment and, in the event of such contest, may permit such lien, charge or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom unless, by nonpayment of any such item the lien created by the Resolution on the revenue from the Projects will be materially endangered or the Projects or the revenue therefrom will be subject to loss or forfeiture, in which event such lien, charge or assessment shall be paid promptly. The Authority will cooperate fully with the Lessee in any such contest, and in the event the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Authority may, but shall be under no obligation to, pay the same, and any amounts so advanced therefor by the Authority shall become an additional obligation of the Lessee, which amount, together with interest thereon at the legal rate from the date thereof, the Lessee shall repay on demand.

Section 6.04. Alterations and Improvements to Projects. The Lessee, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the Projects, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes, provided that no such additions, deletions, alterations, modifications or improvements shall adversely affect the structural integrity of any building or facility and provided that any damage to the Projects or any part thereof occasioned by such additions, deletions, alterations, modifications or improvements shall be repaired by the Lessee at its own expense.

Section 6.05. Release and Removal of the Projects or Portions of the Projects. Upon the request of Columbus, the Authority shall promptly convey to Columbus all of the Authority's rights, title, and interest in the Projects or any portions of the Projects, if Columbus, in its sole discretion determines that it is necessary for and desirable for the Projects or portions of the Projects thereof to be conveyed to Columbus. The release and removal from this Lease of the Projects or any portions of the Projects and conveyance thereof to Columbus shall in no way affect or diminish the obligations of Columbus to pay Basic Rent or Additional Rent under the provisions of this Lease.

[END OF ARTICLE VI]

ARTICLE VII INSURANCE AND INDEMNITY

Section 7.01. Insurance. Throughout the term of this Lease, the Lessee shall carry property and casualty insurance (provided the same is available at a reasonable premium) covering the Authority and the Lessee, insuring against liability arising out of the interests of the insured parties in the Projects to the same extent as the Lessee is covered by insurance against liability arising out of its interest in comparable facilities, and the Lessee shall keep the insurable portions of the Projects continuously insured in the same manner and with the same relative coverage as comparable facilities of the Lessee are insured and shall pay, as the same shall become due, all premiums with respect to such insurance.

Section 7.02. Notice of Cancellation. All insurance policies hereby required shall contain, to the extent obtainable, an agreement by the insurer not to cancel such insurance without at least thirty days prior written notice to each of the insured parties. Certificates of all such insurance shall be furnished by the Lessee to the Authority.

Section 7.03. Deductible Amounts. All insurance carried by the Lessee shall be maintained with generally recognized responsible insurance companies or other entity authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

- (a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado or winds; and
- (b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

Such coverage shall be selected by the Lessee, and may be written with deductible amounts comparable to those on similar policies carried by the Lessee. All policies evidencing such insurance shall provide for the payment of all losses to be made directly to the Lessee. All insurance herein required may be contained in blanket policies now or hereafter maintained by the Lessee.

Section 7.04. Damage or Destruction. (a) If, prior to full payment of the Series 2024 Taxable Bonds and any Parity Bonds or prior to provision for payment thereof having been made in accordance with the provisions of the Resolution, any building or other facility constituting any portion of the Projects is destroyed or damaged by fire or other casualty to such extent as to require the repair, rebuilding, or replacement thereof, the Lessee will continue to make the payments of Basic Rent and Additional Rent required hereby, and all proceeds of insurance resulting from the claim for any such loss, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such proceeds, shall be paid to and held by the Lessee in a separate trust account, whereupon the Lessee will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications, including the substitution and

addition of other property, as may be desired by the Lessee unless the Lessee determines that such replacement or repair is not in the best interest of the Lessee. If such property is to be repaired, rebuilt, or restored, the Lessee will apply so much as may be necessary of such net proceeds of insurance to payment of the costs of such replacement or repair, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the cost of such rebuilding, replacement or repair, the Lessee will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the rents payable hereunder.

(b) Any balance of such net proceeds remaining after payment of all the costs of such repair, rebuilding or restoration, or if it shall be determined that such repair, rebuilding or restoration is not in the best interest of the Lessee, then and in that event all of such net proceeds shall be paid into the Sinking Fund and may, at the Lessee's option and to the extent practicable, be used for the payment of Bonds as provided in the Resolution or may be applied against payments of Basic Rent. If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will, under the provisions of this subsection, be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, then the excess, if any, of such proceeds over the amount required for such payment and defeasance shall be paid to the Lessee.

Section 7.05. Condemnation. In the event that title to, or the temporary use of, the Projects, or any part thereof, shall be taken under the exercise of the power of eminent domain, the Lessee shall be obligated to continue to make the payments of Basic Rent and Additional Rent specified herein, and the Authority will cause the proceeds received by it from any award made in such eminent domain proceedings, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such award, to be paid to and held by the Lessee in a separate trust account. All such proceeds received by the Lessee referable to taking of all or substantially all the Projects, unless the Lessee by resolution of its governing body shall elect to have the proceeds applied in the manner provided in Section 7.07, shall be paid into the Sinking Fund, or, if all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment of all Bonds payable from the Sinking Fund by the payment of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.06. Condemnation Proceeds. All condemnation proceeds received by the Lessee referable to a taking of less than substantially all the Projects, or less than substantially all of any facility constituting a part thereof, shall be applied by the Lessee as follows:

(a) If the Lessee, by resolution of its governing body, determines that the efficient utilization of the Projects or the affected part thereof is not impaired by such taking, the net condemnation award shall be paid to the Sinking Fund.

(b) If determination is not made by the governing body of the Lessee that the efficient utilization of the Projects or the affected part thereof is not impaired by such taking, the Lessee shall proceed promptly to use the proceeds of the net condemnation award to repair, rebuild and

restore or to rearrange the Projects, or the portions thereof affected by such taking, to a condition substantially comparable to that which existed prior to such taking insofar as may be possible, or the Lessee shall direct the Authority to use such proceeds, to the extent practicable, to acquire unencumbered title to other facilities suitable for the Lessee's purposes, which facilities shall, upon such acquisition, become a part of the Projects and shall be available for use by the Lessee without the payment of any rent other than that herein provided, to the same extent as if such other facilities were specifically described herein and demised hereby, and any balance of the net condemnation award shall be paid into the Sinking Fund or, if such repair, replacement or rearrangement is not possible so as to make the Projects and all portions thereof suitable for the use of the Lessee, or if the Lessee, by resolution of its governing body shall determine that such repair, rebuilding, replacement or rearrangement would not be in the best interest of the Lessee, all the net condemnation award shall be deposited into the Sinking Fund, and the Lessee may apply such deposits to the payment of Basic Rent. If such property is to be repaired, replaced, or rearranged, the Lessee will apply so much as may be necessary of such net proceeds of the condemnation award to payment of the costs of such repair, replacement, or rearrangement, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the costs of such repair, replacement or rearrangement, the Lessee will complete the work involved and will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the Basic Rent payable hereunder.

(c) If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, together with the reasonable charges and fees, if any, to the Bond Registrar and Paying Agent, by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.07. Repair by the Lessee. If, in accordance with any of the foregoing provisions of this Article, the property is to be repaired or replaced after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking shall be paid into a special trust fund to be then created. Such trust fund shall be held by the Lessee during such repairing, renewing or replacing, in accordance with and subject to, and the Lessee, acting as trustee of said fund, shall disburse the money held in such special fund.

Section 7.08. Parties to Condemnation. In the event proceedings shall be instituted for the exercise of the power of eminent domain, the Lessee shall be made a party thereto and, if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of the Authority so that adjudication may be made of such damages, if any, as are to be paid to the Lessee as compensation for loss of its rights in the premises.

Section 7.09. Authority Indemnified; Immunity of Members of the Authority. (a) During the term of this Lease, the Lessee, at its own expense, shall handle to conclusion all claims obtained against the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any portion of the Projects occasioned by or growing out of or

arising or resulting from any tortious or negligent act on the part of the Lessee, and its agents or employees in connection with the operation, management, or maintenance of any part of the Projects, (ii) any use, non-use, condition of or defect in any part of the Projects, and (iii) any failure, breach, or default on the part of the Lessee in the performance of or compliance with any of the obligations of the Lessee under the terms of this Lease. Nothing herein shall be construed as waiving any rights of the Lessor or the Lessee under the doctrine of sovereign immunity.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2024 Taxable Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the Lessee, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the Lessee shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the Lessee shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Lease or in the Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the Lessee, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Lease, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the termination of this Lease.

[END OF ARTICLE VII]

ARTICLE VIII REMEDIES

Section 8.01. Events of Default. Each of the following events shall be an event of default that is to say if:

(a) Any payment of Basic Rent or Additional Rent herein contracted to be paid by the Lessee shall not be made in full as and when the same shall become due and payable.

(b) The Lessee shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the Lessee (other than as specified in (a) above) and such default shall continue for a period of thirty days after written notice has been given to the Lessee by the Authority specifying such default and requesting that it be remedied (or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion) unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if, by reason of force majeure, the Lessee is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payment of Basic Rent and Additional Rent, the payment of utility charges, the providing of insurance, and the indemnification of the Authority), the Lessee shall not be deemed in default during the continuance of such inability to perform. The term *force majeure*, shall mean, without limitation, acts of God; strikes, work stoppages, or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, pandemic or any other cause or event not reasonably within the control of the Lessee. The Lessee will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the Lessee from carrying out such obligations, provided, that the settlement of strikes, work stoppages, and similar disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(c) An event of default as described in the Resolution occurs and is continuing under the Resolution.

Section 8.02. Remedies on Default.

(a) Whenever any event of default referred to in the preceding Section shall have occurred and be continuing:

(1) The Authority may re-enter and take possession of all or such portions of the Projects as may be demanded without terminating this Lease and may operate or sublease such facilities for the account of the Lessee, holding the Lessee liable for the difference between net income or the rent and other amounts paid by such sublessee and the Basic

Rent and other amounts payable by the Lessee hereunder; provided, however, the Authority shall have no power to prejudice the rights of any other tenant or subtenant of Lessee or to terminate the obligation of the Lessee to pay Basic Rent hereunder.

(2) The Authority may terminate this Lease as to all or such portion of the Projects as may be demanded and exclude the Lessee from possession of such facilities and use its best efforts to operate or lease the same to another for the account of the Lessee, provided, however, the Authority shall have no power prejudice the rights of any other tenant or subtenant of Lessee or to terminate the obligation of the Lessee to pay Basic Rent hereunder, and the Lessee will continue to pay such Basic Rent as and when the same shall become due.

(b) In the event demand is made, in accordance with the provisions of this Section, for possession of any portion of the Projects, the Lessee will immediately surrender such possession, and the Authority may enter and take such possession, and the Lessee waives any and all right to recover or regain possession of such premises.

(c) The Authority may take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due, or to enforce the specific performance and observance of all obligations, agreements, and covenants of the Lessee under this Lease, the Resolution, and the Bonds.

(d) Any funds obtained pursuant to action taken under this Section, less all costs and expenses involved in the obtaining of such funds, shall be paid into the Sinking Fund and applied in accordance with the provisions of the Resolution or, if the Bonds have been fully paid or provision for payment thereof has been made in accordance with the provisions of the Resolution, to the Lessee.

(e) The Basic Rent and Additional Rent herein contracted to be paid by the Lessee shall remain payable until payment of the Bonds or provision for payment, in accordance with the terms of this Lease and Resolution, has been made.

Section 8.03. Payment After Default. No receipt of money hereunder from the Lessee after any such event of default shall operate to reinstate, continue, or extend the right of possession of the Lessee or affect in any way any notice theretofore given to the Lessee or operate as a waiver of the rights given hereby to enforce the payment of any Basic Rent or Additional Rent then due or thereafter falling due or operate as a waiver of any right to recover possession of the Projects or any part thereof by proper suit, action, proceeding, or remedy and, after the service of such notice or after the commencement of any suit, action, or summary proceeding or any other remedy, or after a final order of judgment for the possession of the Projects or any part thereof, the Authority may demand, receive, and collect from the Lessee all money due or thereafter falling due without in any manner affecting such notice, proceeding, suit, action, order, or judgment.

Section 8.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under

this Lease or now or hereinafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the owners of the Bonds who shall be entitled to the benefits of all covenants and agreements herein contained.

Section 8.05. Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease and the Authority shall employ attorneys or incur other expenses for the collection of rent or the enforcement, performance, or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.06. Waiver of Breach Limited. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

Section 8.07. Lessee Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Lease or under the Resolution, the Authority hereby vests the Lessee with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.08. Failure to Enforce Agreement Not a Waiver. The failure of the Authority to enforce any agreement, condition, covenant, or term of this Lease by reason of any default or breach by the Lessee shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX
TERMINATION OF LEASE

Section 9.01. Cancellation of Lease by Payment of Bonds. The Lessee shall have the option to cancel or terminate this Lease at any time prior to full payment of the Bonds, or prior to the making of provision for payment thereof in accordance with the provisions of the Resolution, by depositing to the Sinking Fund an amount which, when added to the amount on deposit in the Sinking Fund, will be sufficient to pay and retire all Outstanding Bonds and the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent, in accordance with the provisions of the Resolution.

Section 9.02. Conveyance of Projects to Lessee. Upon full payment of the Series 2024 Taxable Bonds or upon the making of provision for payment thereof in accordance with the provisions of the Resolution, the Authority thereupon will convey all and real and personal property held by the Authority and constituting a part of the Projects to the Lessee without further consideration. If Parity Bonds are issued hereafter in accordance with Section 507 of the Resolution and are outstanding upon full payment of the Series 2024 Taxable Bonds, any of the Projects which does not receive any portion of the proceeds of such Parity Bonds for completion of or improvements or additions to the Projects comprising such Projects may be conveyed to the Lessee upon payment in full of the Series 2024 Taxable Bonds. The Projects or portions of the Projects may be released or removed from this Lease and conveyed to the Lessee prior to payment in full of the Bonds in accordance with Section 6.05.

[END OF ARTICLE IX]

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01. Bondowners as Third Party Beneficiaries. This Lease, in addition to being made for the benefit of the parties hereto, is made for the benefit of the owners from time to time of the Bonds issued in accordance with the Resolution and this Lease, and said owners shall succeed to any and all rights of the Authority in the manner provided in the Resolution.

Section 10.02. Amendment of Lease Restricted. Except as otherwise authorized hereby or by the Resolution, subsequent to the issuance of the Series 2024 Taxable Bonds and prior to their payment in full or prior to the making of provision for the payment thereof in accordance with the provisions of the Resolution, this Lease may not be amended, changed, modified, altered, or terminated except as authorized hereby or by the Resolution. As set forth in the Resolution, the Authority and the Lessee, without the consent of or notice to the Bondowners, may amend this Lease for the purpose of (i) making any change required by the Lease or the Resolution, (ii) substituting or adding additional property, (iii) releasing any portion of the Projects as authorized in Section 5.02(c) of the Lease, (iv) curing ambiguities, defects or inconsistent provisions, or (v) providing for any other amendment which does not adversely affect the interests of the Bondowners.

Section 10.03. Severability. In case any one or more of the provisions of this Lease or of the Bonds issued hereunder and under the Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Lease and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and if any provisions hereof conflict with any applicable provision of Georgia law, such law as adopted by the legislature and as interpreted by the courts of the State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 10.04. Counterparts. This Lease Contract may be executed concurrently in two or more counterparts, each of which shall be an original, and it shall not be necessary, in making proof of this Lease Contract, to produce or account for more than one such counterpart.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority has caused this Lease Contract to be executed in its corporate name and has caused its corporate seal to be hereunto impressed and attested and the Lessee has caused this Lease to be executed in its corporate name and its corporate seal to be hereunto impressed and attested, all by their respective duly authorized officers as of the day and year first above written.

COLUMBUS BUILDING AUTHORITY

(SEAL)

By: _____
Chairman

Attest: _____
Secretary/Treasurer

Signed, sealed and delivered
this ____ day of _____, 2024.

Witness

Notary Public

COLUMBUS, GEORGIA

By: _____
Mayor

Attest: _____
Clerk of Council

(SEAL)

Signed, sealed and delivered
this ____ day of _____, 2024.

Witness

Notary Public

EXHIBIT A

Legal Description for Project

[To Be Added]

Lease Contract

30

File Attachments for Item:

3. A Resolution authorizing the Mayor to sign a letter of support for CHIPS4CHIPS, Inc. to compete for a United Way EDA Recompete Pilot Grant which will support the presence of a semi-conductor facility and its related supply chain in the Columbus Region (Request of Chattahoochee Hub for Innovation and Production of Semiconductors Inc. “CHIPS4CHIPS ”)

A RESOLUTION

NO. _____

WHEREAS, CHIPS4CHIPS, Inc. has requested a letter of support to ; compete for a United Way EDA Recompete Pilot Grant which will support the presence of a semi-conductor facility and its related supply chain in the Columbus Region; and

WHEREAS, this Council recognizes that the presence of such facilities and training opportunities in Columbus will create significant opportunities for the citizens of Columbus and surrounding communities; and

WHEREAS, the Columbus Council wishes to authorize the Mayor to sign the attached letter of support for CHIPS4CHIPS to use in support of their efforts to apply for the Recompete Pilot Grant.

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

This Council hereby authorizes the Mayor to sign a letter of support for the CHIPS4CHIPS program in the form attached.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of March 2024, and adopted at said meeting by the affirmative vote of _ _ members of Council.

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

Sandra T. Davis,
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

COLUMBUS CONSOLIDATED GOVERNMENT

Item #3.

Georgia's First Consolidated Government

Post Office Box 1340
Columbus, Georgia 31902-1340

B.H. "Skip" Henderson III
Mayor

Telephone (706) 225-4712



March 26, 2024

To Whom It May Concern:

Pursuant to a Resolution duly adopted by the Columbus Council, the undersigned Mayor of Columbus, Georgia hereby expresses strong support for the United Way EDA Recompete Pilot Grant, including the points listed below, which aim to reduce barriers to employment while creating additional workforce opportunities for citizens of Columbus, Georgia.

- 1) Columbus will actively support state legislation to create a childcare tax incentive for employers within Georgia who offset the childcare costs of their employees by a determined amount or percentage.
- 2) Columbus will procure a public transportation study/audit from an independent mass transit ridership and route selection consultant to determine improvements to the public transportation system that would reduce transportation -related employment barriers.
- 3) Columbus will coordinate, through public-private partnerships, the funding of up to \$1.2 million for the construction, renovation, or conversion of an aircraft hangar at the Columbus Metropolitan Airport or similar structure or facility for use as an applied learning classroom/laboratory for avionics instruction (CY24) and airframe and powerplant maintainers course (NET CY28) by Columbus Technical College under appropriate lease to Columbus Tech.
- 4) Columbus will assist program grantees with the Recompete program sub-projects in matters of zoning, permitting, and code inspections.
- 5) Columbus will designate the appropriate City official to work with the United Way of the Chattahoochee Valley Recompete Pilot project leaders and the Development Authority of Columbus, Georgia, and any other community partners to identify, inform, advise, and regularly update the Mayor, City Manager and Columbus Council on program progress during the project.

Columbus, Georgia stands ready to facilitate and assist the United Way of the Chattahoochee Valley and any grantee recipient under the United Way EDA Recompete Pilot Grant program.

Very best regards,

B.H. "Skip" Henderson III
Mayor
Columbus Consolidated Government

Cc: Sandra Davis, Clerk of Council, Columbus Consolidated Government
Isaiah Hugley, City Manager
Clifton C. Fay, City Attorney
Jerald Mitchell, President & CEO, Greater Columbus Chamber of Commerce
Heath Schondelmayer, Chairman, Columbus Development Authority

File Attachments for Item:

1. Memorandum of Understanding with the Muscogee County School District

Approval is requested to authorize a MOU with the Muscogee County School District for the School Zone Automated Speed Enforcement Program and also authorize RedSpeed Georgia, LLC to serve as designated point of contact with the Georgia Department of Revenue for said program.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #1.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Memorandum of Understanding with the Muscogee County School District
AGENDA SUMMARY:	Approval is requested to authorize a MOU with the Muscogee County School District for the School Zone Automated Speed Enforcement Program and also authorize RedSpeed Georgia, LLC to serve as designated point of contact with the Georgia Department of Revenue for said program.
INITIATED BY:	Columbus Police Department

Recommendation: Approval is requested to authorize a MOU with the Muscogee County School District for the School Zone Automated Speed Enforcement Program while also authorizing RedSpeed Georgia, LLC to serve as designated point of contact with the Georgia Department of Revenue for said program.

Background: The City issued RFP No. 23-0036 for Automated Speed Detection for School Zone Safety Enforcement which resulted in awarding an annual contract to RedSpeed Georgia, LLC per Resolution No. 430-23. Per the RFP, the city intends to allocate to the Muscogee County School District, out of its proportionate share, 5% of speed zone speeding revenues collected for public school zone speeding fines. The remaining public school zone revenues will be allocated among the public safety departments as follows: 90% to Columbus Police Department, 5% to Fire/EMS, and 5% to Muscogee County Prison. The Muscogee County Sheriff's Office will receive 100% of the allocation from private school zone speeding revenues. The Governing Body must also designate one person or entity ("Point of Contact") that the vehicle owner can contact to pay the penalty and any late fee. Per the Columbus Police Department, Redspeed will serve as the designated point of contact with the GA Department of Revenue.

Analysis: Redspeed will share the revenue from payment of issued citations with the City and the Muscogee County School District.

Financial Considerations: Services provided by RedSpeed will be provided at no cost to the City with revenue sharing of collections.

Legal Considerations: The City Attorney's Office will review all agreements as to form before execution.

Recommendation/Action: Approve the authorization of a MOU with the Muscogee County School District for the School Zone Automated Speed Enforcement Program while also authorizing RedSpeed Georgia, LLC to serve as designated point of contact with the Georgia Department of Revenue for said program.

A RESOLUTION**NO.**

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MUSCOGEE COUNTY SCHOOL DISTRICT FOR THE SCHOOL ZONE AUTOMATED SPEED ENFORCEMENT PROGRAM AND ALSO AUTHORIZE REDSPEED GEORGIA, LLC TO SERVE AS DESIGNATED POINT OF CONTACT WITH THE GEORGIA DEPARTMENT OF REVENUE FOR SAID PROGRAM.

WHEREAS, the City issued RFP No. 23-0036 for Automated Speed Detection for School Zone Safety Enforcement which resulted in awarding an annual contract to RedSpeed Georgia, LLC per Resolution No. 430-23; and,

WHEREAS, the city intends to allocate to the Muscogee County School District, out of its proportionate share, 5% of speed zone speeding revenues collected for public school zone speeding fines; and,

WHEREAS, the remaining public school zone revenues will be allocated among the public safety departments as follows: 90% to Columbus Police Department, 5% to Fire/EMS, and 5% to Muscogee County Prison. The Muscogee County Sheriff's Office will separately receive 100% of the allocation from private school zone speeding revenues.

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

The City Manager is authorized to execute the attached memorandum of understanding and other appropriate related documents relative to implementing and administering the School Zone Automated Speed Enforcement Program.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 26th day of March 2024, and adopted at said meeting by the affirmative vote of _____ members of Council.

Item #1.

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

Sandra T. Davis, Clerk of Council

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

**ACKNOWLEDGEMENT OF AGREEMENT BETWEEN
THE GEORGIA DEPARTMENT OF REVENUE
AND**

Governing Body

This Acknowledgement of Agreement (“Agreement”) has been updated pursuant to House Bill 183, which was signed by Governor Kemp on May 3, 2023, and modifies the procedures for enforcing penalties for school bus and school zone traffic violations. The Agreement shall be effective on the later date of (a) July 1, 2023 or (b) the date of signature. This Agreement shall replace any previous agreements executed by the governing body of the law enforcement agency (“Governing Body”).

The Governing Body above acknowledges and understands the following:

1. Under O.C.G.A. § 40-6-163, the owner of a motor vehicle may be held liable for a civil monetary penalty if his/her vehicle is found, as evidenced by recorded images, to have met or overtaken, from either direction, a stopped school bus when there are in operation on the school bus the visual signals as specified in O.C.G.A. §§ 40-8-111 and 40-8-115.
2. Under O.C.G.A. § 40-14-18, the owner of a motor vehicle may be held liable for a civil monetary penalty if his/her vehicle is found, as evidenced by photographically recorded images, to have been operated in disregard or disobedience of the speed limit within any school zone, and such disregard or disobedience was not otherwise authorized by law, during the time designated in O.C.G.A. § 40-14-18(a)(1), and when such violations are in excess of 10 miles per hour over the speed limit.
3. The Georgia Department of Revenue (“DOR”) has been charged with administrative obligations under certain provisions of O.C.G.A. §§ 40-6-163 and 40-14-18 which will be met systematically upon request of the Governing Body or its agent.
4. For auditing purposes, copies of the three notices required by O.C.G.A. §§ 40-6-163 and 40-14-18 to be sent to the motor vehicle owner by a law enforcement agency, Governing Body, or their agent must be retained in the files of the Governing Body for at least one year from the date of referral to DOR.
5. The Governing Body understands that the procedure for placing and removing holds is at the sole discretion of DOR. As of September 1, 2019, the Governing Body or its agent will be required to utilize DRIVES e-Services to place and remove holds.
6. The Governing Body must designate one person or entity (“Designee”) to be the administrator for all addition or removal of users utilizing e-Services to place and remove holds with DOR in order to ensure the effective enforcement of O.C.G.A. §§ 40-6-163 and 40-14-18. Such Designee will be identified in e-Services.
7. If the Governing Body or its agent provides adequate verification through e-Services that a violation of either statute has occurred, the violation has not been contested, and the assessed penalty has not been paid, the Governing Body or its agent may place a hold in e-Services, no earlier than 30 days

after the third and final notice has been sent to the owner of the motor vehicle.

8. When the Governing Body or its agent places a hold on a vehicle in e-Services, this will prevent the renewal of the registration of such vehicle within this state, unless and until the Governing Body or its agent removes the hold in e-Services.
9. The Governing Body must send a notice in compliance with O.C.G.A. §§ 40-6-163(d)(9) or 40-14-18(i) to the registered owner of the motor vehicle. The final notice must inform the registered owner of the consequences for failure to pay any unpaid civil monetary penalty authorized under the statutory provisions above and any late fee. The Governing Body must include the following language in the letter in a font at least as large as the main body text of the notice. The Department strongly recommends the Governing Body to bold, underline, or highlight the following in a manner that draws the readers' attention to the text.

Unless you have already paid any penalties and fees as described in this notice, you must pay the amounts due within 30 days of the date of this letter to avoid further action that will affect the registration of your vehicle. If we do not receive payment within 30 days, we will send a referral to the Georgia Department of Revenue. The Department will place a hold on your vehicle's registration. Once a hold is placed, you will not be able to renew your vehicle registration and obtain a revalidation decal until the hold is lifted. When your vehicle's registration lapses, it will not be legal to drive that vehicle on Georgia roads. A failure to timely renew your vehicle's registration may also result in additional penalties.

10. The Governing Body must designate one person or entity ("Point of Contact") that the vehicle owner can contact to pay the penalty and any late fee. The following individual or entity shall be the Governing Body's Point of Contact for vehicle owners:

Name of Point of Contact	
Phone Number	
Website (optional)	

11. The Governing Body is responsible for removing the hold in e-Services no later than one business day after receipt of payment of the penalty (and any late fee, if applicable).

I, as an authorized signor for the Governing Body, hereby consent to and acknowledge the above on behalf of the Governing Body.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COLUMBUS CONSOLIDATED GOVERNMENT AND
MUSCOGEE COUNTY SCHOOL DISTRICT**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Columbus Consolidated Government (the “City”) and the Muscogee County School District (“MCSD”).

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which a school zone automated speed enforcement (“ASE”) program will function.

3. Term. This MOU shall be effective upon the date when last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for five years or for the contract term as specified in the contractual agreement between the City and RedSpeed.

4. Conditions.

Responsibilities of the City:

- a. Implement the ASE program through a contract with a third party service provider for ASE services;
- b. Be responsible for approval and issuance of all speeding citations regarding the ASE program;
- c. Be responsible for adjudication of all speeding citations through the municipal court system;
- d. Take part in a press conference designed to notify the public of the ASE program; and
- e. Work with MCSD on Public Information & Education efforts (“PI&E”).

Responsibilities of MCSD:

- a. Complete and sign in a timely manner all required documents to obtain DOT permits for ASE in the school zone(s);
- b. Conduct a press conference to notify the public of the upcoming ASE program to include safety information, program duration, etc.;
- c. Work with the City to distribute pamphlets, & brochures to parents regarding the program; and
- d. Issue ongoing press releases throughout the duration of the program related to its effectiveness.

5. Responsibilities of ASE Service Provider]

The City has contracted with RedSpeed for ASE services. The City shall ensure that Red Speed shall:

- a. Assist in obtaining DOT permit(s)
- b. Be responsible for all equipment installation/deployment, maintenance and repair
- c. Supply brochures, and pamphlets containing safety and program information;
- d. Assist in PI&E efforts throughout the program; and
- e. Provide all services as outlined in contract between RedSpeed and the City

6. Revenue Share

MCSD shall receive five percent (5%) of the revenue received by the City from the ASE program. Such payment to MCSD shall be paid by the City by the 15th of the month for the previous month's receivables.

All funds received by the City and MCSD shall be used for law enforcement and public safety initiatives as defined under O.C.G.A. § 40-14-18(m).

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Muscogee County, Georgia.

D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

COLUMBUS CONSOLIDATED GOVERNMENT

By: _____

Name: Isaiah Hugley

Title: City Manager

Date: _____

MUSCOGEE COUNTY SCHOOL DISTRICT

By: _____

Name: David Lewis

Title: Superintendent

Date: _____

File Attachments for Item:

2. Payments to Artists for the Sale of Goods

Approval is requested to authorize a special exception to Columbus Code Section 19-36 (b) in order to process payments to artists for the sale of goods created at the Britt David Pottery Studio.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #2.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Payments to Artists for the Sale of Goods
AGENDA SUMMARY:	Approval is requested to authorize a special exception to Columbus Code Section 19-36 (b) in order to process payments to artists for the sale of goods created at the Britt David Pottery Studio.
INITIATED BY:	Parks & Recreation

Recommendation: Approval is requested to authorize a special exception to Columbus Code Section 19-36 (b) in order to process payments to artists for the sale of goods created at the Britt David Pottery Studio.

Background: Columbus Code Section 19-36 (b) states that “Any person, club, organization, or their agents, employees, or representatives who wish to sell, barter, trade, build, pave, grade, haul, make studies, do planning, enter contracts, and any and all other kinds of businesses with the Consolidated Government of Columbus, Georgia, or any of its governmental agencies, shall, prior to doing said business, obtain, secure, and maintain a current city business license from the Columbus Consolidated Government.

Analysis: In prior years, Parks and Recreation has allowed artists to sell their works of art at the Britt David Pottery Studio without each independent artist obtaining a business license.

Financial Considerations: The City has not collected or received occupation taxes from each of the sellers. Instead, up to 2019, the city maintained a business license account and remitted occupation taxes on behalf of sellers which was subsequently determined to be in error.

Legal Considerations: Council’s approval is required to authorize a special exception to Columbus Code Section 19-36 (b) in order to pay the artists for the sale of goods without a license.

Recommendations/Actions: Approve a resolution to authorize a special exception to Columbus Code Section 19-36 (b) in order to process payments to artists for the sale of goods created at the Britt David Pottery Studio.

RESOLUTION
NO. _____

Item #2.

A RESOLUTION AUTHORIZING A SPECIAL EXCEPTION TO COLUMBUS CODE SECTION 19-36 (B) IN ORDER TO PROCESS PAYMENTS TO ARTISTS FOR THE SALE OF GOODS CREATED AT THE BRITT DAVID POTTERY STUDIO.

WHEREAS, Columbus Code Section 19-36 (b) states that “Any person, club, organization, or their agents, employees, or representatives who wish to sell, barter, trade, build, pave, grade, haul, make studies, do planning, enter contracts, and any and all other kinds of businesses with the Consolidated Government of Columbus, Georgia, or any of its governmental agencies, shall, prior to doing said business, obtain, secure, and maintain a current city business license from the Columbus Consolidated Government.”; and,

WHEREAS, In prior years, Parks and Recreation has allowed artists to sell their works of art at the Britt David Pottery Studio without each independent artist obtaining a business license; and,

WHEREAS, A special exception is required to waive the business license requirements in accordance with Columbus Code Section 19-36 (b) in order to pay the aforementioned independent artists for the sale of goods created at the Britt David Pottery Studio.

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

That the City Manager, or his designee, is hereby authorized to make payments to artists for the sale of goods created at the Britt David Pottery Studio with a special exception to Columbus Code Section 19-36(b).

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of March, 2024, adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, III, Mayor

File Attachments for Item:

3. American Rescue Plan (ARP) Affordable Housing Initiative Written Agreement Execution

Approval is requested to authorize the City manager to execute written agreements for the American Rescue Plan (ARP) Affordable Housing Initiative, funded through the American Rescue Plan (ARP) Act of 2021.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #3.

TO:	Mayor and Councilors
AGENDA SUBJECT:	American Rescue Plan (ARP) Affordable Housing Initiative Written Agreement Execution
AGENDA SUMMARY:	Approval is requested to authorize the City manager to execute written agreements for the American Rescue Plan (ARP) Affordable Housing Initiative, funded through the American Rescue Plan (ARP) Act of 2021
INITIATED By:	Community Reinvestment Department

Recommendation: Approval is requested to execute written agreements for the American Rescue Plan (ARP) Affordable Housing Initiative, funded through the American Rescue Plan (ARP) Act of 2021.

Background: According to the U.S. Department of Housing and Urban Development (HUD), housing is considered “affordable” only when rent or mortgage plus utilities are no more than 30% of the gross income. The Columbus Consolidated Government (CCG) has allocated \$3,000,000 for the development of affordable housing through its ARP funding. Through a competitive process. Applicants aligned their affordable housing initiatives with the Department of Treasury’s ARP – Final Rule to create opportunities for affordable housing. On Wednesday, May 24, 2023, the CCG Community Reinvestment Department began seeking proposals. for the development of Affordable Housing. The Request for Proposal process expired July 24, 2023.

The Review Committee selected the following projects for ARP funding:

Agency	Funding Recommendation	Funding Recommendation Comments
Truth Spring	\$610,170.00	3114, 3201, and 3209 6th Ave - Demolition and home construction 3 Family Rental Units
Housing Authority Columbus Georgia- BTW South	\$1,500,000.00	To support the development of 130 Low-Income Senior Rental Units
NeighborWorks Columbus-Providence Pointe	\$807,330.00	To support the development of 138 Rental Units.
Programmatic Administration	\$82,500.00	
GRAND TOTAL:	\$3,000,000.00	

A written agreement was developed to commit this funding to these agencies. Approval is requested to authorize the City manager to execute written agreements for the American Rescue Plan (ARP) Affordable Housing Initiative.

Analysis: Truth Spring, Housing Authority of Columbus Georgia, and NeighborWorks Columbus have been awarded funding for the development of affordable housing. The investment is expected to yield approximately 271 units of affordable rental housing.

Item #3.

Financial Considerations: The City has allocated \$3 million for ARP Affordable housing and Administration. There are no match obligations, and there are no further financial considerations.

Legal Considerations: The City Attorney will review all agreements as to form before execution.

Recommendation/Action: Approval is requested to authorize the City manager to execute written agreements for the American Rescue Plan (AR)P Affordable Housing Initiative.

RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF WRITTEN AGREEMENTS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, the City has created and developed an affordable housing initiative with funds received pursuant to the American Rescue Plan Act of 2021; and,

WHEREAS, the City has allocated \$3,000,000 in American Rescue Plan funds to this affordable housing initiative; and,

Item #3.

WHEREAS, the City wishes to execute written agreements to trigger the implantation of funding toward the affordable housing developments.

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

The City Manager is authorized to execute written agreements and appropriate related documents regarding the Affordable Housing Initiative, which is funded through American Rescue Plan (ARP) funds.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the _____ day of _____ 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

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

**COLUMBUS CONSOLIDATED GOVERNMENT
AMERICAN RESCUE PLAN
AFFORDABLE HOUSING INITIATIVE
GRANT AGREEMENT**

Property Address: 3201, 3209, and 3114 6th Avenue, Columbus, Georgia 31904

THIS COLUMBUS CONSOLIDATED GOVERNMENT AMERICAN RESCUE PLAN AFFORDABLE HOUSING INITIATIVE GRANT AGREEMENT (this “Agreement”) is entered into as of _____, 2024, by and between **COLUMBUS, GEORGIA**, a consolidated city-county government of the State of Georgia (“Grantor”) and **TRUTH SPRING, Inc.**, a Georgia non-profit corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantee is the owner of certain real property located in **Columbus, Georgia** and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Grantor is qualified by the United States Department of Treasury (“Treasury”) to receive certain funds (the “ARP Funds”), pursuant to the American Rescue Plan (“ARP”), created pursuant to the American Rescue Plan Act of 2021 (the “Act”) and administered by Treasury. The Act and all other statutory or regulatory conditions applicable to this Grant shall hereinafter be collectively referred to as the “ARP Laws”; and

WHEREAS, Grantor has agreed to grant and award to Grantee ARP Funds up to **Six Hundred Ten Thousand, One Hundred Seventy Dollars and Zero Cents (\$610,170.00)** (the “Grant”) for the demolition and construction of the three properties listed in the Project as 3209 6th Avenue, 3201 6th Avenue, and 3114 6th Avenue, Columbus, Georgia 31904 (as hereinafter defined) on the Property, all in accordance with the ARP Laws, and this Agreement.

NOW, THEREFORE, in consideration of Grantor’s agreement to make the Grant to Grantee, the sum of Ten and No/100 Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the following terms and conditions, the parties hereto agree and covenant as follows:

1. **GRANT TERMS.** Grantor agrees to make the Grant to Grantee upon the following terms and conditions:

The Grant. Subject to the provisions of this Agreement, Grantor will make, and Grantee will accept the Grant. The proceeds of the Grant shall consist of funds from the **Columbus, Georgia ARP Affordable Housing Initiative** not to exceed **Six Hundred Ten Thousand, One Hundred Seventy Dollars and Zero Cents (\$610,170.00)** solely for the demolition and construction of the three properties listed in the Project as 3209 6th Avenue, 3201 6th Avenue, and 3114 6th Avenue, Columbus, Georgia 31904 on the Property for rent exclusively to low-income residents deemed “Qualified Renters” pursuant to the definition of the same set forth on Exhibit “B” (the “Project”), in strict accordance with the terms of this Agreement. The Grant funds and the performance of Grantee’s obligations under

this Agreement with respect to the use and, if applicable, repayment of the same shall be secured by a **City of Columbus, Georgia** American Rescue Plan Grant Deed to Secure Debt (the “Security Deed”). The Security Deed and this Agreement, together with all other documents and agreements relating to the Grant, as they may be amended, supplemented and/or restated from time to time, shall hereinafter be collectively referred to as the “Grant Documents.”

2. **TERM OF AGREEMENT; DISBURSEMENT OF GRANT PROCEEDS.**

(a) **Term.** This Agreement and Grantee’s obligations hereunder shall commence on the date hereof and expire on the date that is twenty (20) years from the date the Project is completed, which shall be the date of the first lease executed by a Qualified Renter for the Property. Upon such an event occurring the parties shall execute an addendum to this Agreement setting forth such date as the beginning of such 20-year period. Notwithstanding the foregoing to the contrary, the obligations and agreements hereunder shall extend beyond such 20-year period if at such time an Event of Default exists or an event has occurred which, if it were to continue beyond any applicable cure period, would be an Event of Default and shall continue until such matter is cured to the Grantor’s satisfaction or waived in writing.

(b) **Term for Draw Requests.** Grantee shall have until December 31, 2024, to make requests for advances under the Grant pursuant to the terms of this Section 2. Any advances for any remaining Grant funds after such date shall be solely at the discretion of Grantor.

(c) **Conditions Precedent to Advances.** Grantor shall not be required to advance any Grant funds unless it receives a written request from Grantee in such form and including such information as Grantor may require, and at the time of any such request the following conditions have been met:

(i) **Insurance:** Grantee shall have obtained and furnished to Grantor such property and casualty, liability and other insurance as Grantor may reasonably require in coverage, amounts, and with insurers reasonably acceptable to Grantor, naming Grantor as an additional insured or loss payee as applicable.

(ii) **Title Evidence.** A title insurance commitment (the “Commitment”), evidencing the title insurance company’s commitment to issue an owner’s title insurance policy if favor of Grantee upon compliance with all necessary requirements, insuring good and good and marketable fee simple title to the Property being held by Grantee, subject only to such encumbrances as reasonably approved by Grantor, or, as the case may be, an actual Owner’s title insurance policy insuring the Grantee’s title and subject only to such encumbrances (the “Title Policy”). Following the issuance of the Commitment or the Title Policy, as the case may be, Grantee must furnish Grantor with satisfactory evidence establishing that no new liens or other encumbrances have been filed of record against the Property, other than the Security Deed.

(iii) **Evidence of Compliance.** Provide Grantor with satisfactory evidence of the existence of the following requirements:

(A) Grantee has provided Grantor with all items required to be provided prior to a disbursement in accordance with the ARP Laws.

(B) Up to date compliance with the terms and conditions of this Agreement.

(C) (C) Grantee has provided such invoices, statements of account or other documentation with such information as Grantor may request evidencing the sums that have been expended and which are the subject of the disbursement being requested and such interim or final lien waivers, as applicable, as Grantor may request. Grantee shall be responsible for insuring that all such amounts are eligible for reimbursement under the ARP Laws.

3. **GRANTEE'S REPRESENTATIONS, COVENANTS AND WARRANTIES.**

In order to induce the Grantor to enter into this Agreement and to award the Grant, Grantee makes the following representations, warranties and covenants as of the date hereof, which representations, warranties and covenants shall survive the delivery hereof and the making of the initial and all subsequent advances of Grant proceeds hereunder, and shall be deemed remade by Grantee in full upon the submission by Grantee of each request for an advance of Grant proceeds:

(a) Grantee is or shall be the owner of the Property in fee simple, subject to only such matters as set forth in the Title Policy.

(b) Grantee has the necessary power to borrow money and receive grants subject to such obligations and liabilities as may be required for the purposes, in the manner and to the extent contemplated herein.

(c) Grantee has the legal capacity, power and right to execute and deliver this Agreement, the Security Deed, and the other Grant Documents to which it is a party and to observe and perform all of the provisions of such documents to which it is a party.

(d) Grantee's execution and delivery of this Agreement, the Security Deed, the other Grant Documents and Grantee's performance or observance of the provisions of any such documents do not violate and shall not violate any existing provision in any law applicable to Grantee. Grantee's entering into and performance under the terms of this Agreement is not a violation or a default under any existing contract or obligation binding on Grantee.

(e) This Agreement, the Security Deed, and the other Grant Documents are legally binding upon Grantee and are enforceable in accordance with their respective terms.

(f) The officer or officers executing and delivering this Agreement and the other Grant Documents have been duly authorized to execute this Agreement and the other Grant Documents on behalf of Grantee.

(g) Grantee shall timely pay any indebtedness and timely satisfy and perform all other obligations of Grantee as provided for hereunder and in any other Grant Document (all such indebtedness and obligations are hereinafter collectively referred to as the "Obligations"). The payment and performance of the Obligations shall be secured by the Security Deed.

(h) Grantee shall not sell, transfer or convey all or any part of its interest in the Property, or any legal or beneficial interest in the Property, by operation of law or otherwise, without Grantor's prior written consent and so long as any Obligations are outstanding, except for any other security deeds described in the Title Policy.

4. **GRANTEE'S COVENANTS REGARDING FEDERAL LAWS AND REGULATIONS.**

(a) ***ARP Requirements.*** The Grantee hereby agrees and covenants that it shall comply with the requirements, terms and conditions of the ARP Laws and as reasonably interpreted by Grantor.

(b) ***Other Federal Requirements.*** All other Federal laws and regulations concerning the use of Federal funds are hereby made a part of this Agreement and Grantee hereby agrees and covenants that it will comply with all applicable terms, conditions and requirements of such Federal laws and regulations.

5. **EVENTS OF DEFAULT; REMEDIES.**

(a) ***Events of Default.*** Each of the following shall constitute an Event of Default hereunder:

(i) Grantee's failure to utilize Grant proceeds within the time periods required under the ARP Laws or if the use of the Property ceases to be used as housing for low-income households in accordance with the ARP Laws.

(ii) If any representation or warranty made under this Agreement, or any of the other Grant Documents, or in any certificate or statement furnished or made to Grantor by Grantee pursuant hereto or in connection herewith or with the Grant hereunder, shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made by Grantee;

(iii) (omitted);

(iv) Grantee defaults in the observance or performance of any of the covenants or agreements (other than representations or warranties or compliance with time periods), contained in this Agreement to be kept or performed by Grantee,

and such default continues without remedy satisfactory to Grantor for a period of thirty (30) days after written notice thereof being given by Grantor to Grantee;

(v) If any mechanics', materialman's or other similar lien or encumbrance is filed against the Property, or the fixtures, materials, machinery and equipment to be used in the Property or other collateral that secures the Obligations, and the same is not cancelled or discharged by bond within fifteen (15) business days following written notice thereof from the Grantor to Grantee,

(vi) If the Security Deed is subordinated, without Grantor's consent, to any other deed to secure debt or similar instrument, not identified in the Title Policy, or the Security Deed otherwise fails to be a lien on the Property;

(vii) (omitted); or

(viii) The Grantee is adjudged as bankrupt, files a petition in bankruptcy or has a petition in bankruptcy filed against it or makes an assignment for the benefit of its creditors.

(b) ***Remedies Upon Default.***

(i) Upon any Event of Default, the Grantor, without further notice to the Grantee may proceed to initiate any or all remedies set forth in this Agreement and/or the other Grant Documents or otherwise available at law or in equity, including, but not limited to, seeking the reimbursement of the entire amount of Grant funds advanced and the foreclosure of the Security Deed.

(ii) All of the rights and remedies of the Grantor shall be cumulative to the fullest extent permitted by law and shall be in addition to all those rights and remedies afforded the Grantor at law or equity or in bankruptcy.

6. **COOPERATION.** The Grantee agrees to reasonably cooperate with the Grantor, the Department of Treasury and any other necessary parties as may be reasonably necessary or desirable to accomplish the purpose and intent of this Agreement, including without limitation, as necessary for compliance with the ARP Laws and any other requirements of the Grantor or Department of Treasury Rules.

7. **INDEMNIFICATION.** The Grantee agrees to protect, defend, indemnify, and hold harmless the Grantor, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the Property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Grantee. The Grantee's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The Grantee further agrees to protect, defend, indemnify, and hold harmless the Grantor, its commissioners, officers, agents, and employees from

and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Grantee or any employee of the Grantee's contractors, subcontractors, agents or representatives.

8. **MISCELLANEOUS PROVISIONS.** The following conditions and provisions shall be applicable throughout the term of the Grant:

(a) ***Binding Effect.*** This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

(b) ***Waiver.*** Advances of Grant proceeds hereunder shall not constitute a waiver of any of the conditions of Grantor's obligations to make further advances nor, in the event Grantee is unable to satisfy any such condition, shall any such waiver have the effect of precluding Grantor from thereafter declaring such inability to be an Event of Default as herein provided.

(c) ***Notices.*** All notices required under this Agreement shall be in writing and addressed to the other party at the address set forth in this Section. All such notices shall be deemed to have been given and received as follows: three (3) business days from the date of deposit in the U.S. mail, certified mail, return receipt requested, postage-prepaid; or when hand delivered by the party, an overnight service (such as FedEx), or a courier service. The following addresses shall be used:

Grantor: Columbus Consolidated Government
Community Reinvestment Department
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

Grantee: Truth Spring, Inc.
Attn.: Executive Director
3314 5th Avenue
Columbus, GA 31904

(d) ***Amendments to be in Writing.*** This Agreement or any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) ***Severability.*** If any provision of this Agreement or any Grant Document shall be determined to be invalid, void or unenforceable, said determination shall not affect the validity or enforceability of any other valid provision of this Agreement.

(f) ***Jurisdiction.*** Grantee hereby consents to the jurisdiction of the State and Federal courts in the State of Georgia for all disputes relating to the construction, interpretation, enforcement, and performance of this Agreement, the Security Deed and the other Grant Documents, hereby waiving all defenses based on jurisdiction, venue, or convenience of forum.

(g) ***Incorporation of Exhibits.*** **Exhibit A** attached hereto is hereby incorporated herein and made a part hereof. **Exhibit B** attached hereto is hereby incorporated herein and made a part hereof.

(h) ***Survival of Covenants, Agreements, Warranties and Representations.*** All covenants, agreements, warranties and representations made by Grantee herein shall survive the making of the Grant and each advance thereof hereunder and the execution and delivery of this Agreement, the Security Deed, and all of the other Grant Documents, and shall be deemed to be continuing covenants, agreements, representations and warranties and shall be deemed to be remade and restated by Grantee each time Grantee requests an advance hereunder.

(i) ***Interpretation.*** No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, remedy or privilege by Grantor shall operate as a waiver thereof, nor shall any right, power, remedy or privilege of Grantor be exclusive of any other right, power, remedy or privilege referred to herein or in any related document or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise. Each such right, power, remedy or privilege may be exercised by Grantor, either independently or concurrently with others and as often and in such order as Grantor may deem expedient. No waiver or consent granted by Grantor or the Grantee, as applicable, in respect to this Agreement, the Security Deed or any other Grant Document or related writing shall be binding upon Grantor or the Grantee, as applicable, unless specifically in writing by a duly authorized representative of Grantor or the duly authorized representative of the Grantee, which writing shall be strictly construed. The parties hereto hereby agree that this Agreement and the other Grant Documents shall be so interpreted to give effect and validity to all the provisions hereof to the fullest extent permitted by law. A determination made by a court that a specific term or condition hereunder is unenforceable shall not terminate this Agreement and it shall continue in full force and effect as to all other terms and conditions hereunder.

(j) ***Choice of Law.*** This Agreement, the Grant Documents and the related writings and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of Georgia.

(k) ***Assignment.*** Grantee may not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the Grantor.

(l) ***Time of Essence.*** Time shall be of the essence in the performance of all of the Grantor's and Grantee's obligations under this Agreement and the other Grant Documents and the instruments related hereto or thereto.

(m) ***No Third-Party Beneficiaries.*** All conditions of the obligations of Grantor to make advances hereunder are imposed solely and exclusively for the benefit of Grantor and its assigns and Grantee, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Grantor will not refuse to make advances in the absence of strict compliance with any or all thereof and no other person shall, under any circumstances be deemed to be a beneficiary of such

conditions, any or all of which may be freely waived in whole or in part by Grantor at any time if in its sole discretion it deems it advisable to do so.

(n) ***Relationship of Parties.*** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Grantor and the Grantee.

(o) ***Counterparts.*** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement, under seal, as of the day and year first written above.

GRANTOR:

COLUMBUS, GEORGIA

By: _____
Isaiah Hugley
City Manager
Columbus Consolidated Government

Attested by: _____
Sandra Davis
Clerk of City Council

GRANTEE:

Truth Spring, Inc.,
a Georgia non-profit corporation

By: _____
Carrie Strickland,
Executive Director

Tax ID Number:

EXHIBIT A**Legal Description****PARCEL ONE**

All that tract or parcel of land situate, lying and being in the City of Columbus, County of Muscogee, State of Georgia, and being known as a part of the MISS MARY E. COOK HOME PLACE, and being more particularly described as follows:

BEGINNING at a point, which point is the northwest corner of 32nd Street and 6th Avenue, and running thence in a northerly direction, along the west side of 6th Avenue, a distance of 39 feet to a point; thence running in a westerly direction a distance of 72 feet to a point; thence running in a southerly direction, to the northerly side of 32nd Street, a distance of 39 feet to a point; thence running in an easterly direction, along the northerly side of 32nd Street, a distance of 72 feet to a point which is the point of beginning.

The above-described property is also known and identified as 3201 6th Avenue.

PARCEL TWO

All that lot, tract or parcel of land shown and identified as "LOT 303, 0.16 Ac." on that certain plat of survey entitled "REPLAT OF PROPERTY OF TRUTH SPRING REAL ESTATE, LLC, MARY E. COOK HOME PLACE LYING IN LAND LOT 72, 8TH DISTRICT COLUMBUS, MUSCOGEE COUNTY, GEORGIA", dated November 15, 2022, prepared by Moon, Meeks & Associates, Inc., and recorded in Plat Book 167, page 164, in the office of the Clerk of the Superior Court of Muscogee County, Georgia, to which plat reference is made for the more particular description of said LOT 303.

The above-described property is also known and identified as 3209 6th Avenue.

PARCEL THREE

All that tract or parcel of land situate, lying and being in the City of Columbus, Muscogee County, Georgia, and being known and designated as all of Lot Number Five (5), in Block Number One (1), of Belmont Homestead Survey, according to a map of said survey which is recorded in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, in Deed Book 91, Page 7. Said lot is more particularly described as follows:

Beginning at a point on the east line of Sixth Avenue, One Hundred Seventy-One and Seven-Tenths (171.7) feet North of the Northeast intersection of Sixth Avenue and Belmont Street, and running thence North along the East line of Sixth Avenue, a distance of forty (40) feet; thence East a distance of one hundred and twenty-five (125) feet to a point; thence South a distance of forty (40) feet to a point; thence West a distance of one hundred and twenty-five (125) feet to the Point of Beginning.

EXHIBIT B

Definition of Qualified Renter

1. Purpose: This policy outlines the Definition of Qualified Renter for the development of affordable housing utilizing American Rescue Plan (ARP) funding. It defines the qualifications necessary for individuals to be considered as qualified renters under this program, as well as the requirements of subrecipients to ensure renters are qualified.

2. Scope: This definition applies to individuals and households benefitting from the development of affordable housing under the American Rescue Plan (ARP) funding within the City of Columbus.

3. Eligibility Criteria: A qualified renter under the American Rescue Plan (ARP) funding must meet the following criteria:

a. **Income Threshold:** The individual or household's income must be below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

b. **Certification of Income:** Prior to entering into a lease agreement, the individual or household must have their income certified. Certification of income involves providing documentation or proof of income to verify eligibility.

c. **Documentation of Eligibility:** Documentation of eligibility, including proof of income, must be provided to demonstrate compliance with the income threshold requirements.

4. Verification Process:

a. **Income Certification:** Qualified renters must undergo a process of income certification conducted by the subrecipient who is responsible for administering the ARP funded development.

b. **Documentation Submission:** Applicants must submit all required documentation to verify eligibility as outlined by the subrecipient. This may include, but is not limited to, pay stubs, tax returns, or statements from relevant government agencies.

5. Confidentiality: All information provided by applicants for the purpose of eligibility determination shall be treated with utmost confidentiality and in accordance with applicable privacy laws and regulations.

Return to:
Community Reinvestment Department
420 10th Street
Columbus, Georgia 31907

AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT

Date of Document: _____, 2024

Grantor: Truth Spring, Inc., a Georgia nonprofit corporation

Grantee: Columbus, Georgia, a city-county consolidated government
of the State of Georgia

Grantee's Mailing Address: Columbus, Georgia
Attn.: ARP Project Analyst
420 – 10th Street
Columbus, GA 31901

Tax Parcel No.: _____

Address of Property: _____

Loan Amount: \$610,170.00

Maturity Date: _____, 2044

Intangible Recording Tax Amount: \$0.00

Citation to Authority providing
for an Exemption if No Intangible
Tax is imposed: Ga. Comp. R. & Regs. 560-11-8-.14

STATE OF GEORGIA,
COUNTY OF MUSCOGEE.

THIS AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT (this “Security Instrument”) is made as of the day of ____ day of _____, 2024. This Security Instrument is given by TRUTH SPRING, INC., a Georgia nonprofit corporation, whose mailing address is 3314 5th Avenue, Columbus, GA 31904 (“Grantor”), to COLUMBUS, GEORGIA, a city-county consolidated government of the State of Georgia, whose address is Attn.: ARP Project Analyst, 420 10th Street, Columbus, Georgia 31901 (together with its successors and assigns, the “Grantee”).

RECITALS:

- A. Grantee has made a grant to Grantor for the advancement of up to \$607,170.00 from funds allocated to Grantee under the American Rescue Plan Act of 2021 (the “Grant”), pursuant to that certain Grant Agreement between Grantor and Grantee of even date herewith (the “Grant Agreement”), and together with this Security Instrument and all other documents relating to the Grant, as they may be amended, supplemented or restated from time to time, hereinafter collectively referred to as the “Grant Documents”).
- B. The Grant is being made pursuant to the American Rescue Plan Act of 2021 (the “Act”) administered by the United States Department of the Treasury (the “Treasury”). The Act and all rules and regulations related thereto, as the same may be amended from time to time, are hereinafter be collectively referred to as the “ARP Laws”.
- C. The purpose of this Grant is to provide the for the payment of costs and expenses to be incurred by Grantor in connection with the construction of three (3) new single-family residences on the Land (as defined below) for rental by Qualified Renters (as defined below).
- D. Pursuant to the terms of the Grant Agreement, each parcel of the Land and the residence thereon shall and must each be used solely for citizens who are Qualified Renters and for a period of twenty (20) years from the date, respectively, of the first lease of the residence on the respective parcel Land is entered into with a Qualified Renter (said 20-year term is hereinafter referred to as the “Term”).
- E. As used herein a “Qualified Renter” is a person whose individual or household's income is below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).
- F. This Security Instrument secures to Grantee (a) the Grantor’s repayment of funds advanced pursuant to the Grant Agreement, if required, and Grantor’s performance of all other obligations and payment of any other amounts that may be owed pursuant to the terms of the Grant Agreement, this Security Instrument and any other Grant Documents (all of the foregoing being collectively referred to herein as the “Obligations”).

GRANTING CLAUSES:

NOW, THEREFORE, IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the due and punctual payment and performance of the Obligations, GRANTOR HEREBY GRANTS, DEEDS, BARGAINS, CONVEYS, WARRANTS, ASSIGNS AND PLEDGES TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS AND GRANTS A SECURITY INTEREST TO THE GRANTEE IN ALL OF GRANTOR'S RIGHT TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY (THE "PROPERTY") WHETHER NOW OWNED OR HELD OR HEREAFTER ACQUIRED:

All those tracts or parcels of land described on Exhibit "A" attached hereto and incorporated herein (the "Land"), together with all rights appurtenant thereto, including all easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining, including all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, together with all the buildings, structures or other improvements now or hereafter erected on the Land, and all fixtures of every kind and type now or hereafter affixed to the Land or attached to or forming part of any structures, buildings or improvements on the Land, together with all personal property owned by the Grantor that is now or in the future located on the Land or in the improvements on the Land (other than fixtures), including furniture, furnishings, equipment, machinery, building materials, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances, and all replacements of and/or additions to any of the foregoing, together with all income, rents, issues, profits and revenues of the Property from time to time accruing (including without limitation proceeds of insurance and condemnation payments), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.

TO HAVE AND TO HOLD the Property IN FEE SIMPLE, FOREVER, unto the Grantee, its successors and assigns. To the extent that the Property is comprised of personal property, Grantor hereby grants a security interest therein to Grantee.

GRANTEE COVENANTS that Grantor has the right to grant and convey the Property, and except for the encumbrances of record set forth in the Grantor's title insurance policy (the "Permitted Exceptions"), the Property is unencumbered. And Grantor, will warrant and forever defend the right and title to Property against the claims of all other persons whomsoever, other than as to the Permitted Exceptions.

By execution hereof by the Grantor and acceptance hereof by the Grantee, the parties hereto hereby affirmatively state that they intend to create and establish a perpetual or indefinite security interest in favor of Grantee in the Premises conveyed hereby pursuant to Official Code of Georgia Annotated ("O.C.G.A.") §44-14-80(a)(1) or §44-14-80(a)(2), as applicable, and agree that title to the Property conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said subsections as shall be applicable to this conveyance, or if later, the date determined in accordance with O.C.G.A. §44-14-80(b) or §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing conveyances of property to secure debt and security agreements and is not a mortgage.

Grantor and Grantee covenant and agree as follows:

1. **Payment of Grant Funds.** Grantor shall promptly repay, if and when due, the funds advanced pursuant to the Grant and any other monetary Obligations.

2. **(omitted)**

3. **Security Agreement.** With respect to that portion of the Property consisting of personal property in which a security interest may be granted under Article 9 of the Uniform Commercial Code as enacted in the State of Georgia (the “UCC”), this Security Instrument is hereby made and declared to be a security agreement encumbering, and Grantor hereby grants to Grantee a security interest therein, in compliance with the provisions of the UCC. Grantee is hereby authorized, at any time and from time to time, to file a financing statement or statements in the appropriate filing offices for perfecting security interests under Article 9 of the UCC. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Instrument shall be (a) as prescribed herein, or (b) as prescribed by general law, or (c) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said UCC, all at the Grantee’s sole election.

4. **Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured in accordance with the reasonable requirements of the Grantee, including, but not limited to, property and casualty insurance coverage and Grantee shall also maintain such commercial liability coverage as Grantee may require.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Grantee.

5. **Occupancy, Preservation, Maintenance and Protection of the Property.** Grantor shall preserve and maintain the Property in good condition at all times. Grantor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Grantee’s good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Grantee’s security interest. Grantor may cure such a default and reinstate, by causing the action or proceeding to be dismissed within thirty (30) days with a ruling that, in Grantee’s good faith determination, precludes forfeiture of the Grantee’s interest in the Property or other material impairment of the lien created by this Security Instrument and Grantee’s security interest. Grantor shall also be in Default if Grantor gave materially false or inaccurate information or statements to Grantee (or failed to provide Grantee with any material information) in connection with the Grant.

The Grantor acknowledges that the Property may not be sold, conveyed, or otherwise transferred or assigned by the Grantor, except in accordance with the Grant Documents. The violation of the foregoing shall be considered to be a Default under the terms and provisions of this Security Instrument and the other Grant Documents.

6. **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional amount of the Indebtedness after such date.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantee. The Grantor authorizes Grantee to collect and receive such awards and compensation.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, the Grantee may elect, in the Grantee's reasonable discretion (except following any Default, in which case Grantee may exercise its rights under this Section in its sole discretion) to (a) apply the same toward payment of the sums secured by this Security Instrument, (b) apply the same to the restoration of the Property or (iii) transfer the same to the Grantor in the event Grantee determines that such taking will not materially impair the Grantee's security. The Grantor, upon request by Grantee, shall execute all instruments requested to confirm the assignment of the awards and compensation to Grantee, free and clear of all liens, charges or encumbrances.

Unless Grantor and Grantee agree in writing, any application of proceeds to principal shall not extend or postpone the Maturity Date.

8. **Default.** In addition to any other events elsewhere described in this Security Agreement as being a "Default", the occurrence of any one or more of the following events shall constitute a default (a "Default") under this Security Instrument by the Grantor:

- (A) Payment Default. Any payment required under this Security Instrument or any other Grant Document is not made when and as required.
- (B) Representations and Warranties. Any representation or warranty made by Grantor in this Security Instrument or any other Grant Document is false, in any material respect, when made.
- (C) Nonpayment Covenants. A breach by Grantor in the performance or observance of any nonpayment-related obligation, agreement, term, or condition referred to or contained in this Security Instrument or any other Grant Document.
- (D) Other Agreement Default. The occurrence of any uncured default that continues beyond any applicable grace or cure period contained in any document evidencing or securing a loan provided by any third party which is secured by a lien on the Property.
- (E) Violation of Law. A violation, whether discovered or asserted before or after the date of this Security Instrument, of any federal, state, or local law, rule regulation

or order issued by a governmental agency or court which would or could have a material adverse impact on the Property, including but not limited to any of the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar law which prohibits or restricts the storage, maintenance, or discharge of hazardous materials or waste.

- (F) Legal Existence. The legal existence of the Grantor shall terminate for any reason.
- (G) Loss of Priority Position. The loss or impairment of (i) Grantee's liens or security interest in the Property; or (ii) the priority of Grantee's lien or security interest in the Property as exists on the date of the recording of this Security Instrument, without the Grantee's prior written consent.
- (H) Bankruptcy; Insolvency; Debtor Relief. Grantor (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary proceeding seeking protection from creditors under any bankruptcy or other law; (iii) is the subject of an involuntary proceeding under any bankruptcy or other similar law and such proceeding is not dismissed within thirty (30) days; or (iv) makes any admission in writing of its inability to pay its debts generally as they become due.
- (I) Sale, Conveyance, or Encumbrance. A sale, conveyance or encumbrance of all or any part of the Property or any transfer of any beneficial interest in the Property, except as allowed pursuant to the terms of the Grant Documents.
- (J) Default under Other Agreements with Grantee. The occurrence of any default that continues beyond any applicable grace or cure period under any other promissory note, guaranty, security document, or grant executed by Grantor to or for the benefit of Grantee.
- (K) Covenants. Grantor defaults in the observance or performance of any of the covenants or agreements contained in the Grant Documents, to be kept or performed by Grantor, and such default continues without remedy satisfactory to Grantee for a period of thirty (30) days (or such longer or shorter time as otherwise specifically provided) after written notice thereof being given by the Grantee to Grantor, as applicable. Grantor's right to cure will be applicable only to curable defaults.
- (L) False Statement. The falsity of any material statement, warranty or representation when given or made by Grantor to Grantee, or any fraud committed by Grantor or any of its directors, officers or principals in connection with the procurement, processing, funding or servicing of the Grant.
- (M) Appointment of Trustee. The appointment of a trustee, receiver, or liquidator for Grantor, or with respect to the Property.
- (N) Liens; Judgments; Levies. The occurrence of any of the following with respect to Grantor or any portion of the Property: (i) the imposition of any lien or other similar encumbrance not released within 30 days; (ii) the issuance of any garnishment,

attachment, levy, or any other form of execution; or (iii) the entry of a material adverse judgment by a court having jurisdiction that is not being appealed in accordance with all applicable law.

- (O) Invalidity or Unenforceability of Security Interests. A determination by a court of competent jurisdiction that the security interest granted herein against the Property is invalid, unenforceable, or not perfected in any material respect.

9. **Acceleration; Remedies.**

- (A) Acceleration. Upon the occurrence of a Default, the Grantee shall have the right and option to declare all monetary Obligations secured hereby to be at once due and payable.
- (B) Remedies, Generally. Upon the occurrence of a Default, the Grantee shall have the right to exercise all of its remedies under this Security Instrument, the other Grant Documents and/or all of the other rights and legal or equitable remedies available to Grantee. Grantee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument, including, but not limited to, reasonable attorney fees and costs of title evidence.
- (C) Performance by Grantee. If Grantor shall Default, in the payment, performance or observance of any term, covenant or condition of this Security Instrument or any other document or instrument evidencing, securing or otherwise relating to the Indebtedness, Grantee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses reasonably incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the rate of eighteen percent (18%) Per annum (the "Default Rate"). Grantee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor.
- (D) Receiver. If a Default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph, and any such amounts paid by Grantee shall be added to the Indebtedness and shall be secured by this Security Instrument.

- (E) Remedies Cumulative. No right, power or remedy conferred upon or reserved to or for the benefit of Grantee by this Security Instrument is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.
- (F) Foreclosure Remedy. In the event of a Default Grantee may sell and dispose of any or all of the Property at one or more public auctions, at the usual place for conducting sales at the courthouse in the county where the Property or any part thereof may be, to the highest bidder for cash, first advertising the time, terms, and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and, said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors, or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, agent and attorney-in-fact to make such recitals, sale, and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title, and interest, equity of redemption, including all statutory redemption, homestead and all other exemptions of Grantor, or its successors in interest, in and to said Property; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Obligations with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, insurance premiums, and other charges, with interest at the Default Rate from date of payment, together with all costs and charges for advertising, and commissions for selling the Property, and reasonable attorneys' fees actually incurred and pay over any surplus to Grantor (in the event of deficiency, Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted to Grantee, its successors and assigns, are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

10. **Indemnification.** Grantor agrees to defend, indemnify and hold harmless Grantee, and the directors, officers, elected officials, employees and agents of any of Grantee, from and

against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, and expenses of any kind whatsoever (including reasonable attorneys' fees and expenses incurred by any such indemnitee in any such litigation, whether or not any such litigation is prosecuted to judgment), including claims arising out of loss of life, injury to persons, property, or business in connection with the activities of Grantor, its predecessors in interest, third parties who have trespassed on the Property, or parties in a contractual relationship with Grantor, or any of them, unless occasioned by the gross negligence or willful misconduct of the Grantee, which arises in connection with any litigation concerning this Security Instrument or the Property or any part thereof or therein, or the occupancy or possession thereof by Grantor or persons claiming through Grantor. In the exercise of the powers herein granted to the Grantee, no liability shall be asserted or enforced against the Grantee (except to the extent of the gross negligence or willful misconduct of the Grantee), all such liability being hereby expressly waived and released by Grantor. Grantor hereby agrees to indemnify, defend and hold the Grantee, and the directors, officers, employees and agents of any of Grantee, free and harmless from and against any and all claims, demands, liabilities, expenses, costs, losses or damages (including all costs, expenses and reasonable attorneys' fees incurred in the defense thereof) which may be asserted against, imposed on or incurred by any such indemnitee by reason of any act or omission of Grantee under this Security Instrument, or any covenants or duties hereunder or the exercise of any of the Grantee's rights and remedies under this Security Instrument. THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE GRANT AND SATISFACTION OR FORECLOSURE OF THIS SECURITY INSTRUMENT.

11. **No Assignment.** The Grantor shall not have the right to assign its interests under the Grant to any other party without the prior written consent of Grantee, in Grantee's sole discretion.

12. **Cancellation.** Upon the expiration of the Term (provided no Default then exists or no event has occurred and is continuing that but for a cure within any applicable cure period would be a Default) and upon payment of any monetary Obligations then due, Grantee shall, without charge to Grantor, cancel this Security Instrument and authorize and direct the Clerk of the Superior Court of Columbus, Georgia to mark this Security Instrument satisfied of record. Grantor shall pay any recordation costs.

13. **Forbearance By Grantee Not a Waiver.** Any extension of the time for payment or any modification or amortization of the sums secured by this Security Instrument shall not operate to release the liability of Grantor. Any forbearance by Grantee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

14. **Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Grantee and the successors and permitted assigns of Grantor.

15. **Notices.** Any notice required to be given hereunder or under the Note shall be given by first class mail, courier, overnight express, or certified mail, unless applicable law requires use of another method. All such notices shall be deemed to have been received as follows: three (3) business days from the date of deposit in the U.S. mail or certified mail; or upon delivery

when hand delivered by the party, an overnight service (such as FedEx), or a courier service. All notices shall be directed to the following addresses or any other address either party designates by written notice to the other party in accordance with this Section:

The Grantee: Columbus Georgia
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

The Grantor: Truth Spring, Inc.
Attn.: President
3314 5th Avenue
Columbus, GA 31904

Any notice provided for in this Security Instrument shall be deemed to have been given to Grantee or Grantor when given as provided in this Section.

16. **Governing Law; Severability.** This Security Instrument shall be governed by the laws of the State of Georgia. Grantor irrevocably agrees that subject to Grantee's sole and absolute election, Grantee may bring suit, action, or other legal proceedings arising out of this Security Instrument in courts located in Columbus, Georgia, whether local, state, or federal. Grantor hereby consents to the jurisdiction of such courts and waives any rights Grantor may have to request a change of venue or a removal to another court. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

17. **Time of the Essence.** Time is of the essence with respect to this Security Instrument and the obligations secured hereby.

18. **Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

21. WAIVER OF GRANTOR'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE GRANTEE'S RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE

SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED TO SECURE DEBT AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED TO SECURE DEBT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED TO SECURE DEBT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR GRANT TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE DEED TO SECURE DEBT.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, Grantor has caused this Security Instrument to be executed, under seal, by and through its duly authorized officers as of the date first set forth above.

Columbus Housing Initiative, Inc.

By: _____
Carrie Strickland
Its President

Attested By: _____
Micah McGuire
Its Secretary

Signed, sealed and delivered in the
Presence of:

(CORPORATE SEAL)

Unofficial Witness

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT “A”

PARCEL ONE

All that tract or parcel of land situate, lying and being in the City of Columbus, County of Muscogee, State of Georgia, and being known as a part of the MISS MARY E. COOK HOME PLACE, and being more particularly described as follows:

BEGINNING at a point, which point is the northwest corner of 32nd Street and 6th Avenue, and running thence in a northerly direction, along the west side of 6th Avenue, a distance of 39 feet to a point; thence running in a westerly direction a distance of 72 feet to a point; thence running in a southerly direction, to the northerly side of 32nd Street, a distance of 39 feet to a point; thence running in an easterly direction, along the northerly side of 32nd Street, a distance of 72 feet to a point which is the point of beginning. On said property is situated house numbered **3201 6th Avenue**, according to the present system of numbering houses in the City of Columbus, Georgia.

Muscogee County Tax Parcel: 014-018-029.

PARCEL TWO

All that lot, tract or parcel of land shown and identified as “LOT 303, 0.16 Ac.” on that certain plat of survey entitled “REPLAT OF PROPERTY OF TRUTH SPRING REAL ESTATE, LLC, MARY E. COOK HOME PLACE LYING IN LAND LOT 72, 8TH DISTRICT COLUMBUS, MUSCOGEE COUNTY, GEORGIA”, dated November 15, 2022, prepared by Moon, Meeks & Associates, Inc., and recorded in Plat Book 167, page 164, in the office of the Clerk of the Superior Court of Muscogee County, Georgia, to which plat reference is made for the more particular description of said LOT 303.

The above-described property is also known and identified as **3209 6th Avenue**.

PARCEL THREE

All that tract or parcel of land situate, lying and being in the City of Columbus, Muscogee County, Georgia, and being known and designated as all of Lot Number Five (5), in Block Number One (1), of Belmont Homestead Survey, according to a map of said survey which is recorded in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, in Deed Book 91, Page 7. Said lot is more particularly described as follows:

Beginning at a point on the east line of Sixth Avenue, One Hundred Seventy-One and Seven-Tenths (171.7) feet North of the Northeast intersection of Sixth Avenue and Belmont Street, and running thence North along the East line of Sixth Avenue, a distance of forty (40) feet; thence East a distance of one hundred and twenty-five (125) feet to a point; thence South a distance of forty (40) feet to a point; thence West a distance of one hundred and twenty-five (125) feet to the Point of Beginning.

Said property is presently assigned street address of **3114 6th Avenue**, Columbus, Georgia 31904 according to the present system of assigning street addresses in Muscogee County, Georgia.

Return to:
Community Reinvestment Department
420 10th Street
Columbus, Georgia 31907

AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT

Date of Document: _____, 2024

Grantor: BTW South I, L.P., a Georgia limited partnership

Grantee: Columbus, Georgia, a city-county consolidated government
of the State of Georgia

Grantee's Mailing Address: Columbus, Georgia
Attn.: ARP Project Analyst
420 – 10th Street
Columbus, GA 31901

Tax Parcel No.: _____

Address of Property:

Loan Amount: \$1,500,000.00

Maturity Date: _____, 2044

Intangible Recording Tax Amount: \$0.00

Citation to Authority providing
for an Exemption if No Intangible
Tax is imposed: Ga. Comp. R. & Regs. 560-11-8-.14

STATE OF GEORGIA,
COUNTY OF MUSCOGEE.

THIS AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT (this “Security Instrument”) is made as of the day of ____ day of _____, 2024. This Security Instrument is given by BTW South I, L.P., a Georgia limited partnership, whose mailing address is P.O. Box 630, Columbus, GA 31906 (“Grantor”), to COLUMBUS, GEORGIA, a city-county consolidated government of the State of Georgia, whose address is Attn.: ARP Project Analyst, 420 10th Street, Columbus, Georgia 31901 (together with its successors and assigns, the “Grantee”).

RECITALS:

A. Grantee has made a loan to Grantor for the advancement of up to \$1,500,000.00 from funds allocated to Grantee under the American Rescue Plan Act of 2021 (the “Loan”), pursuant to that certain Loan Agreement between Grantor and Grantee of even date herewith (the “Loan Agreement”), and together with this Security Instrument and all other documents relating to the Loan, as they may be amended, supplemented or restated from time to time, hereinafter collectively referred to as the “Loan Documents”).

B. The Loan is being made pursuant to the American Rescue Plan Act of 2021 (the “Act”) administered by the United States Department of the Treasury (the “Treasury”). The Act and all rules and regulations related thereto, as the same may be amended from time to time, are hereinafter be collectively referred to as the “ARP Laws”.

C. The purpose of this Loan is to provide the for the payment of the necessary construction costs to be incurred by Grantor in connection with the construction of certain apartments for low-income households on the Land (as defined below) (the “Project”).

D. Pursuant to the terms of the Loan Agreement, the Property shall and must be used solely for households who are Qualified Renters for a period of twenty (20) years from the date the first lease for a unit on the Land is entered into with a Qualified Renter (said 20-year term is hereinafter referred to as the “Term”).

E. As used herein a “Qualified Renter” is a person whose individual or household's income is below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

F. This Security Instrument secures to Grantee (a) the Grantor’s repayment of funds advanced pursuant to the Loan Agreement, if required, and Grantor’s performance of all other obligations and payment of any other amounts that may be owed pursuant to the terms of the Loan Agreement, this Security Instrument and any other Loan Documents (all of the foregoing being collectively referred to herein as the “Obligations”).

GRANTING CLAUSES:

NOW, THEREFORE, IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the due and punctual payment and performance of the Obligations, GRANTOR HEREBY GRANTS, DEEDS, BARGAINS, CONVEYS, WARRANTS, ASSIGNS AND PLEDGES TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS AND GRANTS A SECURITY INTEREST TO THE GRANTEE IN ALL OF GRANTOR'S RIGHT TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY (THE "PROPERTY") WHETHER NOW OWNED OR HELD OR HEREAFTER ACQUIRED:

All those tracts or parcels of land described on Exhibit "A" attached hereto and incorporated herein (the "Land"), together with all rights appurtenant thereto, including all easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining, including all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, together with all the buildings, structures or other improvements now or hereafter erected on the Land, and all fixtures of every kind and type now or hereafter affixed to the Land or attached to or forming part of any structures, buildings or improvements on the Land, together with all personal property owned by the Grantor that is now or in the future located on the Land or in the improvements on the Land (other than fixtures), including furniture, furnishings, equipment, machinery, building materials, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances, and all replacements of and/or additions to any of the foregoing, together with all income, rents, issues, profits and revenues of the Property from time to time accruing (including without limitation proceeds of insurance and condemnation payments), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.

TO HAVE AND TO HOLD the Property IN FEE SIMPLE, FOREVER, unto the Grantee, its successors and assigns. To the extent that the Property is comprised of personal property, Grantor hereby grants a security interest therein to Grantee.

GRANTEE COVENANTS that Grantor has the right to grant and convey the Property, and except for the encumbrances of record set forth in the Grantor's title insurance policy (the "Permitted Exceptions"), the Property is unencumbered. And Grantor, will warrant and forever defend the right and title to Property against the claims of all other persons whomsoever, other than as to the Permitted Exceptions.

By execution hereof by the Grantor and acceptance hereof by the Grantee, the parties hereto hereby affirmatively state that they intend to create and establish a perpetual or indefinite security interest in favor of Grantee in the Premises conveyed hereby pursuant to Official Code of Georgia Annotated ("O.C.G.A.") §44-14-80(a)(1) or §44-14-80(a)(2), as applicable, and agree that title to the Property conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said subsections as shall be applicable to this conveyance, or if later, the date determined in accordance with O.C.G.A. §44-14-80(b) or §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing conveyances of property to secure debt and security agreements

and is not a mortgage.

Grantor and Grantee covenant and agree as follows:

1. **Payment of Loan Funds.** Grantor shall promptly repay if and when due the funds advanced pursuant to the Loan and any other monetary Obligations.

2. **(omitted)**

3. **Security Agreement.** With respect to that portion of the Property consisting of personal property in which a security interest may be granted under Article 9 of the Uniform Commercial Code as enacted in the State of Georgia (the “UCC”), this Security Instrument is hereby made and declared to be a security agreement encumbering, and Grantor hereby grants to Grantee a security interest therein, in compliance with the provisions of the UCC. Grantee is hereby authorized, at any time and from time to time, to file a financing statement or statements in the appropriate filing offices for perfecting security interests under Article 9 of the UCC. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Instrument shall be (a) as prescribed herein, or (b) as prescribed by general law, or (c) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said UCC, all at the Grantee’s sole election.

4. **Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured in accordance with the reasonable requirements of the Grantee, including, but not limited to, property and casualty insurance coverage and Grantee shall also maintain such commercial liability coverage as Grantee may require.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Grantee.

5. **Occupancy, Preservation, Maintenance and Protection of the Property.** Grantor shall preserve and maintain the Property in good condition at all times, reasonable wear and tear excepted. Grantor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Grantee’s good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Grantee’s security interest. Grantor may cure such a default and reinstate, by causing the action or proceeding to be dismissed within thirty (30) days with a ruling that, in Grantee’s good faith determination, precludes forfeiture of the Grantee’s interest in the Property or other material impairment of the lien created by this Security Instrument and Grantee’s security interest. Grantor shall also be in Default if Grantor gave materially false or inaccurate information or statements to Grantee (or failed to provide Grantee with any material information) in connection with the Loan.

The Grantor acknowledges that the Property may not be sold, conveyed, or otherwise transferred or assigned by the Grantor, except in accordance with the Loan Documents, in connection with a tax credit and construction financing closing for the Project (the “Closing”), pursuant to a right of first refusal or purchase option in favor of the Grantor or its affiliate or as

otherwise approved by the Grantee. The violation of the foregoing shall be considered to be a Default under the terms and provisions of this Security Instrument and the other Grant Documents.

6. **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional amount of the Indebtedness after such date.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantee. The Grantor authorizes Grantee to collect and receive such awards and compensation.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, the Grantee may elect, in the Grantee's reasonable discretion (except following any Default, in which case Grantee may exercise its rights under this Section in its sole discretion) to (a) apply the same toward payment of the sums secured by this Security Instrument, (b) apply the same to the restoration of the Property or (iii) transfer the same to the Grantor in the event Grantee determines that such taking will not materially impair the Grantee's security. The Grantor, upon request by Grantee, shall execute all instruments requested to confirm the assignment of the awards and compensation to Grantee, free and clear of all liens, charges or encumbrances.

Unless Grantor and Grantee agree in writing, any application of proceeds to principal shall not extend or postpone the Maturity Date.

8. **Default.** In addition to any other events elsewhere described in this Security Agreement as being a "Default", the occurrence of any one or more of the following events shall constitute a default (a "Default") under this Security Instrument by the Grantor:

- (A) Payment Default. Any payment required under this Security Instrument or any other Loan Document is not made when and as required.
- (B) Representations and Warranties. Any representation or warranty made by Grantor in this Security Instrument or any other Loan Document is false, in any material respect, when made.
- (C) Nonpayment Covenants. A breach by Grantor in the performance or observance of any nonpayment-related obligation, agreement, term, or condition referred to or contained in this Security Instrument or any other Loan Document, and such breach continues without remedy satisfactory to Grantee for a period of thirty (30) days (or such longer or shorter time as otherwise specifically provided) after written notice thereof being given by the Grantee to Grantor, as applicable. Grantor's right to cure will be applicable only to curable breaches.

- (D) Other Agreement Default. The occurrence of any uncured default under any document that continues beyond any applicable grace or cure period contained in any document evidencing or securing a loan provided by any third party which is secured by a lien on the Property.
- (E) Violation of Law. A violation, whether discovered or asserted before or after the date of this Security Instrument, of any federal, state, or local law, rule regulation or order issued by a governmental agency or court which would or could have a material adverse impact on the Property, including but not limited to any of the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar law which prohibits or restricts the storage, maintenance, or discharge of hazardous materials or waste.
- (F) Legal Existence. The legal existence of the Grantor shall terminate for any reason.
- (G) Loss of Priority Position. The loss or impairment of (i) Grantee's liens or security interest in the Property; or (ii) the priority of Grantee's lien or security interest in the Property as exists on the date of the recording of this Security Instrument without Grantee's prior written consent.
- (H) Bankruptcy; Insolvency; Debtor Relief. Grantor (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary proceeding seeking protection from creditors under any bankruptcy or other law; (iii) is the subject of an involuntary proceeding under any bankruptcy or other similar law and such proceeding is not dismissed within thirty (30) days; or (iv) makes any admission in writing of its inability to pay its debts generally as they become due.
- (I) Sale, Conveyance, or Encumbrance. A sale, conveyance or encumbrance of all or any part of the Property or any transfer of any beneficial interest in the Property, except as allowed pursuant to the terms of the Loan Documents or in connection with the Closing.
- (J) Default under Other Agreements with Grantee. The occurrence of any default that continues beyond any applicable grace or cure period under any other promissory note, guaranty, security document, or grant executed by Grantor to or for the benefit of Grantee.
- (K) Covenants. Grantor defaults in the observance or performance of any of the covenants or agreements contained in the Loan Documents, to be kept or performed by Grantor, and such default continues without remedy satisfactory to Grantee for a period of thirty (30) days (or such longer or shorter time as otherwise specifically provided) after written notice thereof being given by the Grantee to Grantor, as applicable. Grantor's right to cure will be applicable only to curable defaults.
- (L) False Statement. The falsity of any material statement, warranty or representation when given or made by Grantor to Grantee, or any fraud committed by Grantor or any of its directors, officers or principals in connection with the procurement, processing, funding or servicing of the Loan.

- (M) Appointment of Trustee. The appointment of a trustee, receiver, or liquidator for Grantor, or with respect to the Property.
- (N) Liens; Judgments; Levies. The occurrence of any of the following with respect to Grantor or any portion of the Property: (i) the imposition of any lien or other similar encumbrance not released within 30 days; (ii) the issuance of any garnishment, attachment, levy, or any other form of execution; or (iii) the entry of a material adverse judgment by a court having jurisdiction that is not being appealed in accordance with all applicable law.
- (O) Invalidity or Unenforceability of Security Interests. A determination by a court of competent jurisdiction that the security interest granted herein against the Property is invalid, unenforceable, or not perfected in any material respect.

9. Acceleration; Remedies.

- (A) Acceleration. Upon the occurrence of a Default, the Grantee shall have the right and option to declare all monetary Obligations secured hereby to be at once due and payable.
- (B) Remedies, Generally. Upon the occurrence of a Default, the Grantee shall have the right to exercise all of its remedies under this Security Instrument, the other Loan Documents and/or all of the other rights and legal or equitable remedies available to Grantee. Grantee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument, including, but not limited to, reasonable attorney fees and costs of title evidence.
- (C) Performance by Grantee. If Grantor shall Default, in the payment, performance or observance of any term, covenant or condition of this Security Instrument or any other document or instrument evidencing, securing or otherwise relating to the Indebtedness, Grantee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses reasonably incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the rate of eighteen percent (18%) Per annum (the "Default Rate"). Grantee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor.
- (D) Receiver. If a Default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the incomes, rents, issues, profits and revenues thereof. The

receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph, and any such amounts paid by Grantee shall be added to the Indebtedness and shall be secured by this Security Instrument.

- (E) Remedies Cumulative. No right, power or remedy conferred upon or reserved to or for the benefit of Grantee by this Security Instrument is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.
- (F) Foreclosure Remedy. In the event of a Default Grantee may sell and dispose of any or all of the Property at one or more public auctions, at the usual place for conducting sales at the courthouse in the county where the Property or any part thereof may be, to the highest bidder for cash, first advertising the time, terms, and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and, said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors, or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, agent and attorney-in-fact to make such recitals, sale, and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title, and interest, equity of redemption, including all statutory redemption, homestead and all other exemptions of Grantor, or its successors in interest, in and to said Property; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Obligations with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, insurance premiums, and other charges, with interest at the Default Rate from date of payment, together with all costs and charges for advertising, and commissions for selling the Property, and reasonable attorneys' fees actually incurred and pay over any surplus to Grantor (in the event of deficiency, Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted to Grantee, its

successors and assigns, are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

10. (Omitted).

11. **Indemnification.** Grantor agrees to defend, indemnify and hold harmless Grantee, and the directors, officers, elected officials, employees and agents of any of Grantee, from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, and expenses of any kind whatsoever (including reasonable attorneys' fees and expenses incurred by any such indemnitee in any such litigation, whether or not any such litigation is prosecuted to judgment), including claims arising out of loss of life, injury to persons, property, or business in connection with the activities of Grantor, its predecessors in interest, third parties who have trespassed on the Property, or parties in a contractual relationship with Grantor, or any of them, unless occasioned by the gross negligence or willful misconduct of the Grantee, which arises in connection with any litigation concerning this Security Instrument or the Property or any part thereof or therein, or the occupancy or possession thereof by Grantor or persons claiming through Grantor. In the exercise of the powers herein granted to the Grantee, no liability shall be asserted or enforced against the Grantee (except to the extent of the gross negligence or willful misconduct of the Grantee), all such liability being hereby expressly waived and released by Grantor. Grantor hereby agrees to indemnify, defend and hold the Grantee, and the directors, officers, employees and agents of any of Grantee, free and harmless from and against any and all claims, demands, liabilities, expenses, costs, losses or damages (including all costs, expenses and reasonable attorneys' fees incurred in the defense thereof) which may be asserted against, imposed on or incurred by any such indemnitee by reason of any act or omission of Grantee under this Security Instrument, or any covenants or duties hereunder or the exercise of any of the Grantee's rights and remedies under this Security Instrument (all except to the extent of the gross negligence or willful misconduct of the Grantee or its directors, officers, employees and agents). THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE GRANT AND SATISFACTION OR FORECLOSURE OF THIS SECURITY INSTRUMENT.

12. **No Assignment.** The Grantor shall not have the right to assign its interests under the Loan to any other party without the prior written consent of Grantee, in Grantee's sole discretion.

13. **Cancellation.** Upon the expiration of the Term (provided no Default then exists or no event has occurred and is continuing that but for a cure within any applicable cure period would be a Default) and upon payment of any monetary Obligations then due, Grantee shall, without charge to Grantor, cancel this Security Instrument and authorize and direct the Clerk of the Superior Court of Columbus, Georgia to mark this Security Instrument satisfied of record. Grantor shall pay any recordation costs.

14. (omitted).

15. **Forbearance By Grantee Not a Waiver.** Any extension of the time for payment or any modification or amortization of the sums secured by this Security Instrument shall not

operate to release the liability of Grantor. Any forbearance by Grantee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

16. **Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Grantee and the successors and permitted assigns of Grantor.

17. **Notices.** Any notice required to be given hereunder or under the Note shall be given by first class mail, courier, overnight express, or certified mail, unless applicable law requires use of another method. All such notices shall be deemed to have been received as follows: three (3) business days from the date of deposit in the U.S. mail or certified mail; or upon delivery when hand delivered by the party, an overnight service (such as FedEx), or a courier service. All notices shall be directed to the following addresses or any other address either party designates by written notice to the other party in accordance with this Section:

The Grantee: Columbus Georgia
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

The Grantor: BTW South I, L.P.
c/o Housing Authority of Columbus, Georgia
Attn.: Chief Executive Officer
P.O. Box 630 (31902)
1000 Wynnton Road
Columbus, GA 31906

Any notice provided for in this Security Instrument shall be deemed to have been given to Grantee or Grantor when given as provided in this Section.

18. **Governing Law; Severability.** This Security Instrument shall be governed by the laws of the State of Georgia. Grantor irrevocably agrees that subject to Grantee's sole and absolute election, Grantee may bring suit, action, or other legal proceedings arising out of this Security Instrument in courts located in Columbus, Georgia, whether local, state, or federal. Grantor hereby consents to the jurisdiction of such courts and waives any rights Grantor may have to request a change of venue or a removal to another court. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

19. **Time of the Essence.** Time is of the essence with respect to this Security Instrument and the obligations secured hereby.

20. **Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

21. WAIVER OF GRANTOR'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE GRANTEE'S RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED TO SECURE DEBT AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED TO SECURE DEBT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED TO SECURE DEBT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR GRANT TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE DEED TO SECURE DEBT.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, Grantor has caused this Security Instrument to be executed, under seal, by and through its duly authorized officer as of the date first set forth above.

BTW South I, L.P.

By: HACG BTW South I GP, Inc.

By: _____
Lisa Walters
Its President

Signed, sealed and delivered in the
Presence of:

(CORPORATE SEAL)

Unofficial Witness

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT “A”**Legal Description of Land**

All that lot, tract or parcel of land lying and being in Columbus, Muscogee County, Georgia, being shown and identified as “PARCEL ‘D’, 2.26 AC. \pm 98,474 SQ. FT.” on that certain plat of survey entitled “REPLAT OF BOOKER T. WASHINGTON APARTMENTS, CITY LOTS 607 through 614, COLUMBUS, MUSCOGEE COUNTY, GEORGIA FOR HOUSING AUTHORITY OF COLUMBUS,” last revised January 27, 2023, prepared by Becker Surveying Company, Inc. and being more particularly described according to said plat of survey as follows:

To locate the POINT OF BEGINNING, commence at a drill hole which marks the intersection of the northern right-of-way line of Victory Drive with the eastern right-of-way line of 5th Avenue; thence run along the eastern right-of-way line of 5th Avenue North 00 degrees 44 minutes 52 seconds East for a distance of 268.04 feet to a point which marks the POINT OF BEGINNING; from said POINT OF BEGINNING, thence continue to run along the eastern right-of-way line of 5th Avenue North 00 degrees 44 minutes 52 seconds East for a distance of 329.40 feet to a drill hole; thence, leaving the eastern right-of-way line of 5th Avenue, run South 89 degrees 27 minutes 39 seconds East for a distance of 298.95 feet to a rebar located on the western right-of-way line of 6th Avenue; thence run South 00 degrees 44 minutes 52 seconds West along the western right-of-way line of 6th Avenue for a distance of 329.40 feet to a point; thence, leaving the western right-of-way line of 6th Avenue, run North 89 degrees 27 minutes 39 seconds West for a distance of 298.95 feet to the point on the eastern right-of-way line of 5th Avenue that marks the POINT OF BEGINNING.

**COLUMBUS CONSOLIDATED GOVERNMENT
AMERICAN RESCUE PLAN
AFFORDABLE HOUSING INITIATIVE
GRANT AGREEMENT**

Property Address: 1104 Leslie Drive, Columbus, Georgia 31903

THIS COLUMBUS CONSOLIDATED GOVERNMENT AMERICAN RESCUE PLAN AFFORDABLE HOUSING INITIATIVE GRANT AGREEMENT (this “Agreement”) is entered into as of _____, 2024, by and between **COLUMBUS, GEORGIA**, a consolidated city-county government of the State of Georgia (“Grantor”) and **COLUMBUS HOUSING INITIATIVE, INC. D/B/A NEIGHBORWORKS COLUMBUS**, a Georgia non-profit corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantee is the owner of certain real property located in **Columbus, Georgia** and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Grantor is qualified by the United States Department of Treasury (“Treasury”) to receive certain funds (the “ARP Funds”), pursuant to the American Rescue Plan (“ARP”), created pursuant to the American Rescue Plan Act of 2021 (the “Act”) and administered by Treasury. The Act and all other statutory or regulatory conditions applicable to this Grant shall hereinafter be collectively referred to as the “ARP Laws”; and

WHEREAS, Grantor has agreed to grant and award to Grantee ARP Funds up to **Eight Hundred Seven Thousand, Three Hundred Thirty Dollars and Zero Cents (\$807,330.00)** (the “Grant”) for pre-development and due diligence costs for the construction of the Project (as hereinafter defined) on the Property, all in accordance with the ARP Laws, and this Agreement.

NOW, THEREFORE, in consideration of Grantor’s agreement to make the Grant to Grantee, the sum of Ten and No/100 Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the following terms and conditions, the parties hereto agree, and covenant as follows:

1. **GRANT TERMS.** Grantor agrees to make the Grant to Grantee upon the following terms and conditions:

The Grant. Subject to the provisions of this Agreement, Grantor will make, and Grantee will accept the Grant. The proceeds of the Grant shall consist of funds from the **Columbus, Georgia ARP Affordable Housing Initiative** not to exceed **Eight Hundred Seven Thousand, Three Hundred Thirty Dollars and Zero Cents (\$807,330.00)** solely for pre-development costs to build apartments on the Property for rent exclusively to low-income seniors deemed “Qualified Renters” pursuant to the definition of the same set forth on Exhibit “B” (the “Project”), in strict accordance with the terms of this Agreement. The Grant funds and the performance of Grantee’s obligations under this Agreement with respect to the use and, if applicable, repayment of the same shall be secured by a **City of Columbus**,

Georgia American Rescue Plan Grant Deed to Secure Debt (the “Security Deed”). The Security Deed and this Agreement, together with all other documents and agreements relating to the Grant, as they may be amended, supplemented and/or restated from time to time, shall hereinafter be collectively referred to as the “Grant Documents.”

2. **TERM OF AGREEMENT; DISBURSEMENT OF GRANT PROCEEDS.**

(a) **Term.** This Agreement and Grantee’s obligations hereunder shall commence on the date hereof and expire on the date that is twenty (20) years from the date the Project is completed, which shall be the date of the first lease executed by a Qualified Renter for the Property. Upon such an event occurring the parties shall execute an addendum to this Agreement setting forth such date as the beginning of such 20-year period. Notwithstanding the foregoing to the contrary, the obligations and agreements hereunder shall extend beyond such 20-year period if at such time an Event of Default exists or an event has occurred which, if it were to continue beyond any applicable cure period, would be an Event of Default and shall continue until such matter is cured to the Grantor’s satisfaction or waived in writing.

(b) **Term for Draw Requests.** Grantee shall have until December 31, 2024, to make requests for advances under the Grant pursuant to the terms of this Section 2. Any advances for any remaining Grant funds after such date shall be solely at the discretion of Grantor.

(c) **Conditions Precedent to Advances.** Grantor shall not be required to advance any Grant funds unless it receives a written request from Grantee in such form and including such information as Grantor may require, and at the time of any such request the following conditions have been met:

(i) **Insurance:** Grantee shall have obtained and furnished to Grantor such property and casualty, liability and other insurance as Grantor may reasonably require in coverage, amounts, and with insurers reasonably acceptable to Grantor, naming Grantor as an additional insured or loss payee as applicable.

(ii) **Title Evidence.** A title insurance commitment (the “Commitment”), evidencing the title insurance company’s commitment to issue an owner’s title insurance policy in favor of Grantee upon compliance with all necessary requirements, insuring good and marketable fee simple title to the Property being held by Grantee, subject only to such encumbrances as reasonably approved by Grantor, or, as the case may be, an actual Owner’s title insurance policy insuring the Grantee’s title and subject only to such encumbrances (the “Title Policy”). Following the issuance of the Commitment or the Title Policy, as the case may be, Grantee must furnish Grantor with satisfactory evidence establishing that no new liens or other encumbrances have been filed of record against the Property, other than the Security Deed.

(iii) **Evidence of Compliance.** Provide Grantor with satisfactory evidence of the existence of the following requirements:

(A) Grantee has provided Grantor with all items required to be provided prior to a disbursement in accordance with the ARP Laws.

(B) Up to date compliance with the terms and conditions of this Agreement.

(C) (C) Grantee has provided such invoices, statements of account or other documentation with such information as Grantor may request evidencing the sums that have been expended and which are the subject of the disbursement being requested and such interim or final lien waivers, as applicable, as Grantor may request. Grantee shall be responsible for insuring that all such amounts are eligible for reimbursement under the ARP Laws.

3. **GRANTEE'S REPRESENTATIONS, COVENANTS AND WARRANTIES.**

In order to induce the Grantor to enter into this Agreement and to award the Grant, Grantee makes the following representations, warranties and covenants as of the date hereof, which representations, warranties and covenants shall survive the delivery hereof and the making of the initial and all subsequent advances of Grant proceeds hereunder, and shall be deemed remade by Grantee in full upon the submission by Grantee of each request for an advance of Grant proceeds:

(a) Grantee is or shall be the owner of the Property in fee simple, subject to only such matters as set forth in the Title Policy.

(b) Grantee has the necessary power to borrow money and receive grants subject to such obligations and liabilities as may be required for the purposes, in the manner and to the extent contemplated herein.

(c) Grantee has the legal capacity, power and right to execute and deliver this Agreement, the Security Deed, and the other Grant Documents to which it is a party and to observe and perform all of the provisions of such documents to which it is a party.

(d) Grantee's execution and delivery of this Agreement, the Security Deed, the other Grant Documents and Grantee's performance or observance of the provisions of any such documents do not violate and shall not violate any existing provision in any law applicable to Grantee. Grantee's entering into and performance under the terms of this Agreement is not a violation or a default under any existing contract or obligation binding on Grantee.

(e) This Agreement, the Security Deed, and the other Grant Documents are legally binding upon Grantee and are enforceable in accordance with their respective terms.

(f) The officer or officers executing and delivering this Agreement and the other Grant Documents have been duly authorized to execute this Agreement and the other Grant Documents on behalf of Grantee.

(g) Grantee shall timely pay any indebtedness and timely satisfy and perform all other obligations of Grantee as provided for hereunder and in any other Grant Document (all such indebtedness and obligations are hereinafter collectively referred to as the "Obligations"). The payment and performance of the Obligations shall be secured by the Security Deed.

(h) Grantee shall not sell, transfer or convey all or any part of its interest in the Property, or any legal or beneficial interest in the Property, by operation of law or otherwise, without Grantor's prior written consent and so long as any Obligations are outstanding, except for any other security deeds described in the Title Policy.

4. GRANTEE'S COVENANTS REGARDING FEDERAL LAWS AND REGULATIONS.

(a) **ARP Requirements.** The Grantee hereby agrees and covenants that it shall comply with the requirements, terms and conditions of the ARP Laws and as reasonably interpreted by Grantor.

(b) **Other Federal Requirements.** All other Federal laws and regulations concerning the use of Federal funds are hereby made a part of this Agreement and Grantee hereby agrees and covenants that it will comply with all applicable terms, conditions and requirements of such Federal laws and regulations.

5. EVENTS OF DEFAULT; REMEDIES.

(a) **Events of Default.** Each of the following shall constitute an Event of Default hereunder:

(i) Grantee's failure to utilize Grant proceeds within the time periods required under the ARP Laws or if the use of the Property ceases to be used as housing for low-income seniors in accordance with the ARP Laws.

(ii) If any representation or warranty made under this Agreement, or any of the other Grant Documents, or in any certificate or statement furnished or made to Grantor by Grantee pursuant hereto or in connection herewith or with the Grant hereunder, shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made by Grantee;

(iii) (omitted);

(iv) Grantee defaults in the observance or performance of any of the covenants or agreements (other than representations or warranties or compliance with time periods), contained in this Agreement to be kept or performed by Grantee,

and such default continues without remedy satisfactory to Grantor for a period of thirty (30) days after written notice thereof being given by Grantor to Grantee;

(v) If any mechanics', materialman's or other similar lien or encumbrance is filed against the Property, or the fixtures, materials, machinery and equipment to be used in the Property or other collateral that secures the Obligations, and the same is not cancelled or discharged by bond within fifteen (15) business days following written notice thereof from the Grantor to Grantee,

(vi) If the Security Deed is subordinated, without Grantor's consent, to any other deed to secure debt or similar instrument, not identified in the Title Policy, or the Security Deed otherwise fails to be a lien on the Property;

(vii) (omitted); or

(viii) The Grantee is adjudged as bankrupt, files a petition in bankruptcy or has a petition in bankruptcy filed against it or makes an assignment for the benefit of its creditors.

(b) ***Remedies Upon Default.***

(i) Upon any Event of Default, the Grantor, without further notice to the Grantee may proceed to initiate any or all remedies set forth in this Agreement and/or the other Grant Documents or otherwise available at law or in equity, including, but not limited to, seeking the reimbursement of the entire amount of Grant funds advanced and the foreclosure of the Security Deed.

(ii) All of the rights and remedies of the Grantor shall be cumulative to the fullest extent permitted by law and shall be in addition to all those rights and remedies afforded the Grantor at law or equity or in bankruptcy.

6. **COOPERATION.** The Grantee agrees to reasonably cooperate with the Grantor, the Department of Treasury and any other necessary parties as may be reasonably necessary or desirable to accomplish the purpose and intent of this Agreement, including without limitation, as necessary for compliance with the ARP Laws and any other requirements of the Grantor or Department of Treasury Rules.

7. **INDEMNIFICATION.** The Grantee agrees to protect, defend, indemnify, and hold harmless the Grantor, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the Property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Grantee. The Grantee's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The Grantee further agrees to protect, defend, indemnify, and hold harmless the Grantor, its commissioners, officers, agents, and employees from

and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Grantee or any employee of the Grantee's contractors, subcontractors, agents or representatives.

8. **MISCELLANEOUS PROVISIONS.** The following conditions and provisions shall be applicable throughout the term of the Grant:

(a) ***Binding Effect.*** This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

(b) ***Waiver.*** Advances of Grant proceeds hereunder shall not constitute a waiver of any of the conditions of Grantor's obligations to make further advances nor, in the event Grantee is unable to satisfy any such condition, shall any such waiver have the effect of precluding Grantor from thereafter declaring such inability to be an Event of Default as herein provided.

(c) ***Notices.*** All notices required under this Agreement shall be in writing and addressed to the other party at the address set forth in this Section. All such notices shall be deemed to have been given and received as follows: three (3) business days from the date of deposit in the U.S. mail, certified mail, return receipt requested, postage-prepaid; or when hand delivered by the party, an overnight service (such as FedEx), or a courier service. The following addresses shall be used:

Grantor: Columbus Consolidated Government
Community Reinvestment Department
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

Grantee: NeighborWorks Columbus
Attn.: Executive Director
P.O. Box 1620
Columbus, GA 31902

(d) ***Amendments to be in Writing.*** This Agreement or any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) ***Severability.*** If any provision of this Agreement or any Grant Document shall be determined to be invalid, void or unenforceable, said determination shall not affect the validity or enforceability of any other valid provision of this Agreement.

(f) ***Jurisdiction.*** Grantee hereby consents to the jurisdiction of the State and Federal courts in the State of Georgia for all disputes relating to the construction, interpretation, enforcement, and performance of this Agreement, the Security Deed and the other Grant Documents, hereby waiving all defenses based on jurisdiction, venue, or convenience of forum.

(g) ***Incorporation of Exhibits.*** **Exhibit A** attached hereto is hereby incorporated herein and made a part hereof. **Exhibit B** attached hereto is hereby incorporated herein and made a part hereof.

(h) ***Survival of Covenants, Agreements, Warranties and Representations.*** All covenants, agreements, warranties and representations made by Grantee herein shall survive the making of the Grant and each advance thereof hereunder and the execution and delivery of this Agreement, the Security Deed, and all of the other Grant Documents, and shall be deemed to be continuing covenants, agreements, representations and warranties and shall be deemed to be remade and restated by Grantee each time Grantee requests an advance hereunder.

(i) ***Interpretation.*** No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, remedy or privilege by Grantor shall operate as a waiver thereof, nor shall any right, power, remedy or privilege of Grantor be exclusive of any other right, power, remedy or privilege referred to herein or in any related document or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise. Each such right, power, remedy or privilege may be exercised by Grantor, either independently or concurrently with others and as often and in such order as Grantor may deem expedient. No waiver or consent granted by Grantor or the Grantee, as applicable, in respect to this Agreement, the Security Deed or any other Grant Document or related writing shall be binding upon Grantor or the Grantee, as applicable, unless specifically in writing by a duly authorized representative of Grantor or the duly authorized representative of the Grantee, which writing shall be strictly construed. The parties hereto hereby agree that this Agreement and the other Grant Documents shall be so interpreted to give effect and validity to all the provisions hereof to the fullest extent permitted by law. A determination made by a court that a specific term or condition hereunder is unenforceable shall not terminate this Agreement and it shall continue in full force and effect as to all other terms and conditions hereunder.

(j) ***Choice of Law.*** This Agreement, the Grant Documents and the related writings and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of Georgia.

(k) ***Assignment.*** Grantee may not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the Grantor.

(l) ***Time of Essence.*** Time shall be of the essence in the performance of all of the Grantor's and Grantee's obligations under this Agreement and the other Grant Documents and the instruments related hereto or thereto.

(m) ***No Third-Party Beneficiaries.*** All conditions of the obligations of Grantor to make advances hereunder are imposed solely and exclusively for the benefit of Grantor and its assigns and Grantee, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Grantor will not refuse to make advances in the absence of strict compliance with any or all thereof and no other person shall, under any circumstances be deemed to be a beneficiary of such

conditions, any or all of which may be freely waived in whole or in part by Grantor at any time if in its sole discretion it deems it advisable to do so.

(n) ***Relationship of Parties.*** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Grantor and the Grantee.

(o) ***Counterparts.*** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement, under seal, as of the day and year first written above.

GRANTOR:

COLUMBUS, GEORGIA

By: _____
Isaiah Hugley
City Manager
Columbus Consolidated Government

Attested by: _____
Sandra Davis
Clerk of City Council

GRANTEE:

NeighborWorks Columbus.,
a Georgia non-profit corporation

By: _____
Cathy Williams,
Executive Director

Tax ID Number:

EXHIBIT A**Legal Description****044 001 007**

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **“PARCEL 5000, 37.73+/- Ac.”**, as said parcel is shown upon that certain survey entitled “Replat for FBC Recovery, LLC, Part of Land Lots 9 & 10, 7th District, Columbus, Muscogee County, Georgia”, dated March 5, 2019, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 166, Page 49, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

044 001 010 and 045 001 017

All those lots, tracts and parcels of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **“PARCEL B3, 0.14 Ac.’ and ‘PARCEL B4, 0.14 Ac.’”**, as said parcels are shown upon that certain survey entitled “Boundary Survey for Elliott Family Properties, LLC, Part of Land Lots 9 & 10, 7th District, Columbus, Muscogee County, Georgia”, dated August 18, 2017, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 165, Page 180, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

EXHIBIT B

Definition of Qualified Renter

1. Purpose: This policy outlines the Definition of Qualified Renter for the development of affordable housing utilizing American Rescue Plan (ARP) funding. It defines the qualifications necessary for individuals to be considered as qualified renters under this program, as well as the requirements of subrecipients to ensure renters are qualified.

2. Scope: This definition applies to individuals and households benefitting from the development of affordable housing under the American Rescue Plan (ARP) funding within the City of Columbus.

3. Eligibility Criteria: A qualified renter under the American Rescue Plan (ARP) funding must meet the following criteria:

a. **Income Threshold:** The individual or household's income must be below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

b. **Certification of Income:** Prior to entering into a lease agreement, the individual or household must have their income certified. Certification of income involves providing documentation or proof of income to verify eligibility.

c. **Documentation of Eligibility:** Documentation of eligibility, including proof of income, must be provided to demonstrate compliance with the income threshold requirements.

4. Verification Process:

a. **Income Certification:** Qualified renters must undergo a process of income certification conducted by the subrecipient who is responsible for administering the ARP funded development.

b. **Documentation Submission:** Applicants must submit all required documentation to verify eligibility as outlined by the subrecipient. This may include, but is not limited to, pay stubs, tax returns, or statements from relevant government agencies.

5. Confidentiality: All information provided by applicants for the purpose of eligibility determination shall be treated with utmost confidentiality and in accordance with applicable privacy laws and regulations.

**COLUMBUS CONSOLIDATED GOVERNMENT
AMERICAN RESCUE PLAN
AFFORDABLE HOUSING INITIATIVE
LOAN AGREEMENT**

Property Address: 450 5th Avenue, Columbus, Georgia 31901

THIS COLUMBUS CONSOLIDATED GOVERNMENT AMERICAN RESCUE PLAN AFFORDABLE HOUSING INITIATIVE LOAN AGREEMENT (this “Agreement”) is entered into as of _____, 2024, by and between **COLUMBUS, GEORGIA**, a consolidated city-county government of the State of Georgia (“Lender”) and **BTW SOUTH I, L.P.**, a Georgia limited partnership (“Borrower”).

WITNESSETH:

WHEREAS, Borrower is the owner of certain real property located in **Columbus, Georgia** and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Lender is qualified by the United States Department of Treasury (“Treasury”) to receive certain funds (the “ARP Funds”), pursuant to the American Rescue Plan (“ARP”), created pursuant to the American Rescue Plan Act of 2021 (the “Act”) and administered by Treasury. The Act and all other statutory or regulatory conditions applicable to this Loan shall hereinafter be collectively referred to as the “ARP Laws”; and

WHEREAS, Lender has agreed to loan to Borrower ARP Funds up **One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,00.00)** (the “Loan”) for building construction hard costs, financing costs, start up, and reserves for the construction of the Project (as hereinafter defined) on the Property, all in accordance with the ARP Laws, and this Agreement.

NOW, THEREFORE, in consideration of Lender’s agreement to make the Loan to Borrower, the sum of Ten and No/100 Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the following terms and conditions, the parties hereto agree, and covenant as follows:

1. **GRANT TERMS.** Lender agrees to make the Loan to Borrower upon the following terms and conditions:

The Loan. Subject to the provisions of this Agreement, Lender will make, and Borrower will accept the Loan. The proceeds of the Loan shall consist of funds from the **Columbus, Georgia ARP Affordable Housing Initiative** not to exceed **One Million, Five Hundred Thousand Dollars and Zero Cents (\$1,500,00.00)** solely for building construction hard costs, financing costs, start up, and reserves for the construction of the Project to build apartments on the Property for rent exclusively to low-income households deemed “Qualified Renters” pursuant to the definition of the same set forth on Exhibit “B” (the “Project”), in strict accordance with the terms of this Agreement. The Loan funds and the performance of Borrower’s obligations under this Agreement with respect to the use and, if applicable, repayment of the same shall be secured by a **City of Columbus**,

Georgia American Rescue Plan Grant Deed to Secure Debt (the “Security Deed”). The Loan shall accrue at zero percent (0%) interest, shall have a maturity date of approximately forty-two (42) years from Closing (defined below) or such other maturity date as required by a tax credit investor and senior lenders, shall have no repayment due until maturity or, if required by the tax credit investor, repayment only out of available cash flow, and shall be evidenced by a non-recourse promissory note (the “Note”). The Note, Security Deed and this Agreement, together with all other documents and agreements relating to the Loan, as they may be amended, supplemented and/or restated from time to time, shall hereinafter be collectively referred to as the “Loan Documents.”

2. **TERM OF AGREEMENT; DISBURSEMENT OF GRANT PROCEEDS.**

(a) **Term.** This Agreement and Borrower’s obligations hereunder shall commence on the date hereof and expire on the date that is twenty (20) years from the date the Project is completed, which shall be the date of the first lease executed by a Qualified Renter for the Property. Upon such an event occurring the parties shall execute an addendum to this Agreement setting forth such date as the beginning of such 20-year period. Notwithstanding the foregoing to the contrary, the obligations and agreements hereunder shall extend beyond such 20-year period if at such time an Event of Default exists or an event has occurred which, if it were to continue beyond any applicable cure period, would be an Event of Default and shall continue until such matter is cured to the Lender’s satisfaction or waived in writing.

(b) **Term for Draw Requests.** Borrower shall have until December 31, 2025, to make requests for advances under the Loan pursuant to the terms of this Section 2. Any advances for any remaining Loan funds after such date shall be solely at the discretion of Lender.

(c) **Conditions Precedent to Advances.** Lender shall not be required to advance any Loan funds unless it receives a written request from Borrower in such form and including such information as Lender may require, and at the time of any such request the following conditions have been met:

(i) **Insurance:** Borrower shall have obtained and furnished to Lender such property and casualty, liability and other insurance as Lender may reasonably require in coverage, amounts, and with insurers reasonably acceptable to Lender, naming Lender as an additional insured or loss payee as applicable.

(ii) **Title Evidence.** A title insurance commitment (the “Commitment”), evidencing the title insurance company’s commitment to issue an owner’s title insurance policy in favor of Borrower upon compliance with all necessary requirements, insuring good and good and marketable leasehold title to the Property being held by Borrower, subject only to such encumbrances as reasonably approved by Lender, or, as the case may be, an actual Owner’s title insurance policy insuring the Borrower’s title and subject only to such encumbrances (the “Title Policy”). Following the issuance of the Commitment or

the Title Policy, as the case may be, Borrower must furnish Lender with satisfactory evidence establishing that no new liens or other encumbrances have been filed of record against the Property, other than (w) the Security Deed, (x) in connection with the tax credit and construction financing closing for the Project (“Closing”), (y) standard utility or construction easements for the Project or (z) as otherwise approved by Lender.

(iii) **Evidence of Compliance.** Provide Lender with satisfactory evidence of the existence of the following requirements:

(A) Borrower has provided Lender with all items required to be provided prior to a disbursement in accordance with the ARP Laws.

(B) Up to date compliance with the terms and conditions of this Agreement.

(C) (C) Borrower has provided such invoices, statements of account or other documentation with such information as Lender may request evidencing the sums that have been expended and which are the subject of the disbursement being requested and such interim or final lien waivers, as applicable, as Lender may request. Borrower shall be responsible for insuring that all such amounts are eligible for reimbursement under the ARP Laws.

3. **BORROWER’S REPRESENTATIONS, COVENANTS AND WARRANTIES.**

In order to induce the Lender to enter into this Agreement and to award the Loan, Borrower makes the following representations, warranties and covenants as of the date hereof, which representations, warranties and covenants shall survive the delivery hereof and the making of the initial and all subsequent advances of Loan proceeds hereunder, and shall be deemed remade by Borrower in full upon the submission by Borrower of each request for an advance of Loan proceeds:

(a) Borrower is or shall be the owner of the leasehold interest in the Property, subject to only such matters as set forth in the Title Policy or in connection with the Closing.

(b) Borrower has the necessary power to borrow money and receive loans subject to such obligations and liabilities as may be required for the purposes, in the manner and to the extent contemplated herein.

(c) Borrower has the legal capacity, power and right to execute and deliver this Agreement, the Security Deed, and the other Loan Documents to which it is a party and to observe and perform all of the provisions of such documents to which it is a party.

(d) Borrower’s execution and delivery of this Agreement, the Security Deed, the other Loan Documents and Borrower’s performance or observance of the provisions of any such documents do not violate and shall not violate any existing provision in any law

applicable to Borrower. Borrower's entering into and performance under the terms of this Agreement is not a violation or a default under any existing contract or obligation binding on Borrower.

(e) This Agreement, the Security Deed, and the other Loan Documents are legally binding upon Borrower and are enforceable in accordance with their respective terms.

(f) The officer or officers executing and delivering this Agreement and the other Loan Documents have been duly authorized to execute this Agreement and the other Loan Documents on behalf of Borrower.

(g) Borrower shall timely pay any indebtedness and timely satisfy and perform all other obligations of Borrower as provided for hereunder and in any other Loan Document (all such indebtedness and obligations are hereinafter collectively referred to as the "Obligations"). The payment and performance of the Obligations shall be secured by the Security Deed.

(h) Borrower shall not sell, transfer or convey all or any part of its interest in the Property, or any legal or beneficial interest in the Property, by operation of law or otherwise, without Lender's prior written consent and so long as any Obligations are outstanding, except for any other security deeds described in the Title Policy, in connection with the Closing.

4. BORROWER'S COVENANTS REGARDING FEDERAL LAWS AND REGULATIONS.

(a) **ARP Requirements.** The Borrower hereby agrees and covenants that it shall comply with the requirements, terms and conditions of the ARP Laws and as reasonably interpreted by Lender.

(b) **Other Federal Requirements.** All other Federal laws and regulations concerning the use of Federal funds are hereby made a part of this Agreement and Borrower hereby agrees and covenants that it will comply with all applicable terms, conditions and requirements of such Federal laws and regulations.

5. EVENTS OF DEFAULT; REMEDIES.

(a) **Events of Default.** Each of the following shall constitute an Event of Default hereunder:

(i) Borrower's failure to utilize Loan proceeds within the time periods required under the ARP Laws or if the use of the Property ceases to be used as housing for low-income households in accordance with the ARP Laws.

(ii) If any representation or warranty made under this Agreement, or any of the other Grant Documents, or in any certificate or statement furnished or made to Lender by Borrower pursuant hereto or in connection herewith or with the Grant

hereunder, shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made by Borrower;

(iii) (omitted);

(iv) Borrower defaults in the observance or performance of any of the covenants or agreements (other than representations or warranties or compliance with time periods), contained in this Agreement to be kept or performed by Borrower, and such default continues without remedy satisfactory to Lender for a period of thirty (30) days after written notice thereof being given by Lender to Borrower;

(v) If any mechanics', materialman's or other similar lien or encumbrance is filed against the Property, or the fixtures, materials, machinery and equipment to be used in the Property or other collateral that secures the Obligations, and the same is not cancelled or discharged by bond within fifteen (15) business days following written notice thereof from the Lender to Borrower,

(vi) Subject to Section 3(h) above, if the Security Deed is subordinated, without Lender's consent, to any other deed to secure debt or similar instrument, not identified in the Title Policy, or the Security Deed otherwise fails to be a lien on the Property;

(vii) (omitted); or

(viii) The Borrower is adjudged as bankrupt, files a petition in bankruptcy or has a petition in bankruptcy filed against it or makes an assignment for the benefit of its creditors.

(b) ***Remedies Upon Default.***

(i) Upon any Event of Default, the Lender, without further notice to the Borrower may proceed to initiate any or all remedies set forth in this Agreement and/or the other Grant Documents or otherwise available at law or in equity, including, but not limited to, seeking the reimbursement of the entire amount of Grant funds advanced and the foreclosure of the Security Deed.

(ii) All of the rights and remedies of the Lender shall be cumulative to the fullest extent permitted by law and shall be in addition to all those rights and remedies afforded the Lender at law or equity or in bankruptcy.

6. **COOPERATION.** The Borrower agrees to reasonably cooperate with the Lender, the Department of Treasury and any other necessary parties as may be reasonably necessary or desirable to accomplish the purpose and intent of this Agreement, including without limitation, as necessary for compliance with the ARP Laws and any other requirements of the Lender or Department of Treasury Rules.

7. **INDEMNIFICATION.** The Borrower agrees to protect, defend, indemnify, and hold harmless the Lender, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the Property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Borrower. The Borrower's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The Borrower further agrees to protect, defend, indemnify, and hold harmless the Lender, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Borrower or any employee of the Borrower's contractors, subcontractors, agents or representatives.

8. **MISCELLANEOUS PROVISIONS.** The following conditions and provisions shall be applicable throughout the term of the Grant:

(a) ***Binding Effect.*** This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

(b) ***Waiver.*** Advances of Loan proceeds hereunder shall not constitute a waiver of any of the conditions of Lender's obligations to make further advances nor, in the event Borrower is unable to satisfy any such condition, shall any such waiver have the effect of precluding Lender from thereafter declaring such inability to be an Event of Default as herein provided.

(c) ***Notices.*** All notices required under this Agreement shall be in writing and addressed to the other party at the address set forth in this Section. All such notices shall be deemed to have been given and received as follows: three (3) business days from the date of deposit in the U.S. mail, certified mail, return receipt requested, postage-prepaid; or when hand delivered by the party, an overnight service (such as FedEx), or a courier service. The following addresses shall be used:

Lender: Columbus Consolidated Government
Community Reinvestment Department
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

Borrower: BTW South I, L.P.
c/o Housing Authority of Columbus
Attn.: Executive Director
1000 Wynnton Road
Columbus, GA 31906

(d) ***Amendments to be in Writing.*** This Agreement or any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) ***Severability.*** If any provision of this Agreement or any Loan Document shall be determined to be invalid, void or unenforceable, said determination shall not affect the validity or enforceability of any other valid provision of this Agreement.

(f) ***Jurisdiction.*** Borrower hereby consents to the jurisdiction of the State and Federal courts in the State of Georgia for all disputes relating to the construction, interpretation, enforcement, and performance of this Agreement, the Security Deed and the other Loan Documents, hereby waiving all defenses based on jurisdiction, venue, or convenience of forum.

(g) ***Incorporation of Exhibits.*** **Exhibit A** attached hereto is hereby incorporated herein and made a part hereof. **Exhibit B** attached hereto is hereby incorporated herein and made a part hereof.

(h) ***Survival of Covenants, Agreements, Warranties and Representations.*** All covenants, agreements, warranties and representations made by Borrower herein shall survive the making of the Loan and each advance thereof hereunder and the execution and delivery of this Agreement, the Security Deed, and all of the other Loan Documents, and shall be deemed to be continuing covenants, agreements, representations and warranties and shall be deemed to be remade and restated by Borrower each time Borrower requests an advance hereunder.

(i) ***Interpretation.*** No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, remedy or privilege by Lender shall operate as a waiver thereof, nor shall any right, power, remedy or privilege of Lender be exclusive of any other right, power, remedy or privilege referred to herein or in any related document or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise. Each such right, power, remedy or privilege may be exercised by Lender, either independently or concurrently with others and as often and in such order as Lender may deem expedient. No waiver or consent granted by Lender or the Borrower, as applicable, in respect to this Agreement, the Security Deed or any other Grant Document or related writing shall be binding upon Lender or the Borrower, as applicable, unless specifically in writing by a duly authorized representative of Lender or the duly authorized representative of the Borrower, which writing shall be strictly construed. The parties hereto hereby agree that this Agreement and the other Loan Documents shall be so interpreted to give effect and validity to all the provisions hereof to the fullest extent permitted by law. A determination made by a court that a specific term or condition hereunder is unenforceable shall not terminate this Agreement and it shall continue in full force and effect as to all other terms and conditions hereunder.

(j) ***Choice of Law.*** This Agreement, the Loan Documents and the related writings and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of Georgia.

(k) **Assignment.** Borrower may not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the Lender.

(l) **Time of Essence.** Time shall be of the essence in the performance of all of the Lender's and Borrower's obligations under this Agreement and the other Loan Documents and the instruments related hereto or thereto.

(m) **No Third-Party Beneficiaries.** All conditions of the obligations of Lender to make advances hereunder are imposed solely and exclusively for the benefit of Lender and its assigns and Borrower, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will not refuse to make advances in the absence of strict compliance with any or all thereof and no other person shall, under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Lender at any time if in its sole discretion it deems it advisable to do so.

(n) **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Lender and the Borrower.

(o) **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement, under seal, as of the day and year first written above.

LENDER:

COLUMBUS, GEORGIA

By: _____
Isaiah Hugley
City Manager
Columbus Consolidated Government

Attested by: _____
Sandra Davis
Clerk of City Council

BORROWER:

BTW South I, L.P.

By: HACG BTW South I GP, Inc.

By: _____

Lisa Walters

Its President

Tax ID Number:

EXHIBIT A**Legal Description**

BTW South Phase I Legal Description All that lot, tract or parcel of land lying and being in Columbus, Muscogee County, Georgia, being shown and identified as "PARCEL 'D', 2.26 AC. +, 98,474 SQ. FT." on that certain plat of survey entitled "REPLAT OF BOOKER T. WASHINGTON APARTMENTS, CITY LOTS 607 through 614, COLUMBUS, MUSCOGEE COUNTY, GEORGIA FOR HOUSING AUTHORITY OF COLUMBUS," last revised January 27, 2023, prepared by Becker Surveying Company, Inc. and being more particularly described according to said plat of survey as follows: To locate the POINT OF BEGINNING, commence at a drill hole which marks the intersection of the northern right-of-way line of Victory Drive with the eastern right-of-way line of 5th Avenue; thence run along the eastern right-of-way line of 5th Avenue North 00 degrees 44 minutes 52 seconds East for a distance of 268.04 feet to a point which marks the POINT OF BEGINNING; from said POINT OF BEGINNING, thence continue to run along the eastern right-of-way line of 5th Avenue North 00 degrees 44 minutes 52 seconds East for a distance of 329.40 feet to a drill hole; thence, leaving the eastern right-of-way line of 5th Avenue, run South 89 degrees 27 minutes 39 seconds East for a distance of 298.95 feet to a rebar located on the western right-of-way line of 6th Avenue; thence run South 00 degrees 44 minutes 52 seconds West along the western right-of-way line of 6th Avenue for a distance of 329.40 feet to a point; thence, leaving the western right-of-way line of 6th Avenue, run North 89 degrees 27 minutes 39 seconds West for a distance of 298.95 feet to the point on the eastern right-of-way line of 5th Avenue that marks the POINT OF BEGINNING.

EXHIBIT B

Definition of Qualified Renter

1. Purpose: This policy outlines the Definition of Qualified Renter for the development of affordable housing utilizing American Rescue Plan (ARP) funding. It defines the qualifications necessary for individuals to be considered as qualified renters under this program, as well as the requirements of subrecipients to ensure renters are qualified.

2. Scope: This definition applies to individuals and households benefitting from the development of affordable housing under the American Rescue Plan (ARP) funding within the City of Columbus.

3. Eligibility Criteria: A qualified renter under the American Rescue Plan (ARP) funding must meet the following criteria:

a. **Income Threshold:** The individual or household's income must be below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

b. **Certification of Income:** Prior to entering into a lease agreement, the individual or household must have their income certified. Certification of income involves providing documentation or proof of income to verify eligibility.

c. **Documentation of Eligibility:** Documentation of eligibility, including proof of income, must be provided to demonstrate compliance with the income threshold requirements.

4. Verification Process:

a. **Income Certification:** Qualified renters must undergo a process of income certification conducted by the subrecipient who is responsible for administering the ARP funded development.

b. **Documentation Submission:** Applicants must submit all required documentation to verify eligibility as outlined by the subrecipient. This may include, but is not limited to, pay stubs, tax returns, or statements from relevant government agencies.

5. Confidentiality: All information provided by applicants for the purpose of eligibility determination shall be treated with utmost confidentiality and in accordance with applicable privacy laws and regulations.

Return to:
Community Reinvestment Department
420 10th Street
Columbus, Georgia 31907

AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT

Date of Document: _____, 2024

Grantor: Columbus Housing Initiative, Inc. d/b/a NeighborWorks, a
Georgia nonprofit corporation

Grantee: Columbus, Georgia, a city-county consolidated government
of the State of Georgia

Grantee's Mailing Address: Columbus, Georgia
Attn.: ARP Project Analyst
420 – 10th Street
Columbus, GA 31901

Tax Parcel No.: _____

Address of Property:

Grant Amount: \$807,330.00

Maturity Date: _____, 2044

Intangible Recording Tax Amount: \$0.00

Citation to Authority providing
for an Exemption if No Intangible
Tax is imposed: Ga. Comp. R. & Regs. 560-11-8-.14

STATE OF GEORGIA,
COUNTY OF MUSCOGEE.

THIS AMERICAN RESCUE PLAN GRANT DEED TO SECURE DEBT (this “Security Instrument”) is made as of the day of ____ day of _____, 2024. This Security Instrument is given by COLUMBUS HOUSING INITIATIVE, INC. D/B/A NEIGHBORWORKS, a Georgia nonprofit corporation, whose mailing address is P.O. Box 1620, Columbus, GA 31902 (“Grantor”), to COLUMBUS, GEORGIA, a city-county consolidated government of the State of Georgia, whose address is Attn.: ARP Project Analyst, 420 10th Street, Columbus, Georgia 31901 (together with its successors and assigns, the “Grantee”).

RECITALS:

A. Grantee has made a grant to Grantor for the advancement of up to \$807,330.00 from funds allocated to Grantee under the American Rescue Plan Act of 2021 (the “Grant”), pursuant to that certain Grant Agreement between Grantor and Grantee of even date herewith (the “Grant Agreement”), and together with this Security Instrument and all other documents relating to the Grant, as they may be amended, supplemented or restated from time to time, hereinafter collectively referred to as the “Grant Documents”).

B. The Grant is being made pursuant to the American Rescue Plan Act of 2021 (the “Act”) administered by the United States Department of the Treasury (the “Treasury”). The Act and all rules and regulations related thereto, as the same may be amended from time to time, are hereinafter be collectively referred to as the “ARP Laws”.

C. The purpose of this Grant is to provide them for the payment of the necessary predevelopment costs to be incurred by Grantor in connection with the construction of certain apartments for low-income seniors on the Land (as defined below).

D. Pursuant to the terms of the Grant Agreement, the Property shall and must be used solely for senior citizens who are Qualified Renters for a period of twenty (20) years from the date the first lease for a unit on the Land is entered into with a Qualified Renter (said 20-year term is hereinafter referred to as the “Term”).

E. As used herein a “Qualified Renter” is a person whose individual or household's income is below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

F. This Security Instrument secures to Grantee (a) the Grantor’s repayment of funds advanced pursuant to the Grant Agreement, if required, and Grantor’s performance of all other obligations and payment of any other amounts that may be owed pursuant to the terms of the Grant Agreement, this Security Instrument and any other Grant Documents (all of the foregoing being collectively referred to herein as the “Obligations”).

GRANTING CLAUSES:

NOW, THEREFORE, IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the due and punctual payment and performance of the Obligations, GRANTOR HEREBY GRANTS, DEEDS, BARGAINS, CONVEYS, WARRANTS, ASSIGNS AND PLEDGES TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS AND GRANTS A SECURITY INTEREST TO THE GRANTEE IN ALL OF GRANTOR'S RIGHT TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY (THE "PROPERTY") WHETHER NOW OWNED OR HELD OR HEREAFTER ACQUIRED:

All those tracts or parcels of land described on Exhibit "A" attached hereto and incorporated herein (the "Land"), together with all rights appurtenant thereto, including all easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining, including all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, together with all the buildings, structures or other improvements now or hereafter erected on the Land, and all fixtures of every kind and type now or hereafter affixed to the Land or attached to or forming part of any structures, buildings or improvements on the Land, together with all personal property owned by the Grantor that is now or in the future located on the Land or in the improvements on the Land (other than fixtures), including furniture, furnishings, equipment, machinery, building materials, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances, and all replacements of and/or additions to any of the foregoing, together with all income, rents, issues, profits and revenues of the Property from time to time accruing (including without limitation proceeds of insurance and condemnation payments), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.

TO HAVE AND TO HOLD the Property IN FEE SIMPLE, FOREVER, unto the Grantee, its successors and assigns. To the extent that the Property is comprised of personal property, Grantor hereby grants a security interest therein to Grantee.

GRANTEE COVENANTS that Grantor has the right to grant and convey the Property, and except for the encumbrances of record set forth in the Grantor's title insurance policy (the "Permitted Exceptions"), the Property is unencumbered. And Grantor, will warrant and forever defend the right and title to Property against the claims of all other persons whomsoever, other than as to the Permitted Exceptions.

By execution hereof by the Grantor and acceptance hereof by the Grantee, the parties hereto hereby affirmatively state that they intend to create and establish a perpetual or indefinite security interest in favor of Grantee in the Premises conveyed hereby pursuant to Official Code of Georgia Annotated ("O.C.G.A.") §44-14-80(a)(1) or §44-14-80(a)(2), as applicable, and agree that title to the Property conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said subsections as shall be applicable to this conveyance, or if later, the date determined in accordance with O.C.G.A. §44-14-80(b) or §44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing conveyances of property to secure debt and security agreements and is not a mortgage.

Grantor and Grantee covenant and agree as follows:

1. **Payment of Grant Funds.** Grantor shall promptly repay if and when due the funds advanced pursuant to the Grant and any other monetary Obligations.

2. **(omitted)**

3. **Security Agreement.** With respect to that portion of the Property consisting of personal property in which a security interest may be granted under Article 9 of the Uniform Commercial Code as enacted in the State of Georgia (the “UCC”), this Security Instrument is hereby made and declared to be a security agreement encumbering, and Grantor hereby grants to Grantee a security interest therein, in compliance with the provisions of the UCC. Grantee is hereby authorized, at any time and from time to time, to file a financing statement or statements in the appropriate filing offices for perfecting security interests under Article 9 of the UCC. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Instrument shall be (a) as prescribed herein, or (b) as prescribed by general law, or (c) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said UCC, all at the Grantee’s sole election.

4. **Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured in accordance with the reasonable requirements of the Grantee, including, but not limited to, property and casualty insurance coverage and Grantee shall also maintain such commercial liability coverage as Grantee may require.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Grantee.

5. **Occupancy, Preservation, Maintenance and Protection of the Property.** Grantor shall preserve and maintain the Property in good condition at all times. Grantor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Grantee’s good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Grantee’s security interest. Grantor may cure such a default and reinstate, by causing the action or proceeding to be dismissed within thirty (30) days with a ruling that, in Grantee’s good faith determination, precludes forfeiture of the Grantee’s interest in the Property or other material impairment of the lien created by this Security Instrument and Grantee’s security interest. Grantor shall also be in Default if Grantor gave materially false or inaccurate information or statements to Grantee (or failed to provide Grantee with any material information) in connection with the Grant.

The Grantor acknowledges that the Property may not be sold, conveyed, or otherwise transferred or assigned by the Grantor, except in accordance with the Grant Documents. The violation of the foregoing shall be considered to be a Default under the terms and provisions of this Security Instrument and the other Grant Documents.

6. **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional amount of the Indebtedness after such date.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantee. The Grantor authorizes Grantee to collect and receive such awards and compensation.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, the Grantee may elect, in the Grantee's reasonable discretion (except following any Default, in which case Grantee may exercise its rights under this Section in its sole discretion) to (a) apply the same toward payment of the sums secured by this Security Instrument, (b) apply the same to the restoration of the Property or (iii) transfer the same to the Grantor in the event Grantee determines that such taking will not materially impair the Grantee's security. The Grantor, upon request by Grantee, shall execute all instruments requested to confirm the assignment of the awards and compensation to Grantee, free and clear of all liens, charges or encumbrances.

Unless Grantor and Grantee agree in writing, any application of proceeds to principal shall not extend or postpone the Maturity Date.

8. **Default.** In addition to any other events elsewhere described in this Security Agreement as being a "Default", the occurrence of any one or more of the following events shall constitute a default (a "Default") under this Security Instrument by the Grantor:

- (A) Payment Default. Any payment required under this Security Instrument or any other Grant Document is not made when and as required.
- (B) Representations and Warranties. Any representation or warranty made by Grantor in this Security Instrument or any other Grant Document is false, in any material respect, when made.
- (C) Nonpayment Covenants. A breach by Grantor in the performance or observance of any nonpayment-related obligation, agreement, term, or condition referred to or contained in this Security Instrument or any other Grant Document.
- (D) Other Agreement Default. The occurrence of any uncured default under any document that continues beyond any applicable grace or cure period contained in any document evidencing or securing a loan provided by any third party which is secured by a lien on the Property.
- (E) Violation of Law. A violation, whether discovered or asserted before or after the date of this Security Instrument, of any federal, state, or local law, rule regulation

or order issued by a governmental agency or court which would or could have a material adverse impact on the Property, including but not limited to any of the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar law which prohibits or restricts the storage, maintenance, or discharge of hazardous materials or waste.

- (F) Legal Existence. The legal existence of the Grantor shall terminate for any reason.
- (G) Loss of Priority Position. The loss or impairment of (i) Grantee's liens or security interest in the Property; or (ii) the priority of Grantee's lien or security interest in the Property as exists on the date of the recording of this Security Instrument without Grantee's prior written consent.
- (H) Bankruptcy; Insolvency; Debtor Relief. Grantor (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary proceeding seeking protection from creditors under any bankruptcy or other law; (iii) is the subject of an involuntary proceeding under any bankruptcy or other similar law and such proceeding is not dismissed within thirty (30) days; or (iv) makes any admission in writing of its inability to pay its debts generally as they become due.
- (I) Sale, Conveyance, or Encumbrance. A sale, conveyance or encumbrance of all or any part of the Property or any transfer of any beneficial interest in the Property, except as allowed pursuant to the terms of the Grant Documents.
- (J) Default under Other Agreements with Grantee. The occurrence of any default that continues beyond any applicable grace or cure period under any other promissory note, guaranty, security document, or grant executed by Grantor to or for the benefit of Grantee.
- (K) Covenants. Grantor defaults in the observance or performance of any of the covenants or agreements contained in the Grant Documents, to be kept or performed by Grantor, and such default continues without remedy satisfactory to Grantee for a period of thirty (30) days (or such longer or shorter time as otherwise specifically provided) after written notice thereof being given by the Grantee to Grantor, as applicable. Grantor's right to cure will be applicable only to curable defaults.
- (L) False Statement. The falsity of any material statement, warranty or representation when given or made by Grantor to Grantee, or any fraud committed by Grantor or any of its directors, officers or principals in connection with the procurement, processing, funding or servicing of the Grant.
- (M) Appointment of Trustee. The appointment of a trustee, receiver, or liquidator for Grantor, or with respect to the Property.
- (N) Liens; Judgments; Levies. The occurrence of any of the following with respect to Grantor or any portion of the Property: (i) the imposition of any lien or other similar encumbrance not released within 30 days; (ii) the issuance of any garnishment,

attachment, levy, or any other form of execution; or (iii) the entry of a material adverse judgment by a court having jurisdiction that is not being appealed in accordance with all applicable law.

- (O) Invalidity or Unenforceability of Security Interests. A determination by a court of competent jurisdiction that the security interest granted herein against the Property is invalid, unenforceable, or not perfected in any material respect.

9. **Acceleration; Remedies.**

- (A) Acceleration. Upon the occurrence of a Default, the Grantee shall have the right and option to declare all monetary Obligations secured hereby to be at once due and payable.
- (B) Remedies, Generally. Upon the occurrence of a Default, the Grantee shall have the right to exercise all of its remedies under this Security Instrument, the other Grant Documents and/or all of the other rights and legal or equitable remedies available to Grantee. Grantee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument, including, but not limited to, reasonable attorney fees and costs of title evidence.
- (C) Performance by Grantee. If Grantor shall Default, in the payment, performance or observance of any term, covenant or condition of this Security Instrument or any other document or instrument evidencing, securing or otherwise relating to the Indebtedness, Grantee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses reasonably incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the rate of eighteen percent (18%) Per annum (the "Default Rate"). Grantee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor.
- (D) Receiver. If a Default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph, and any such amounts paid by Grantee shall be added to the Indebtedness and shall be secured by this Security Instrument.

- (E) Remedies Cumulative. No right, power or remedy conferred upon or reserved to or for the benefit of Grantee by this Security Instrument is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.
- (F) Foreclosure Remedy. In the event of a Default Grantee may sell and dispose of any or all of the Property at one or more public auctions, at the usual place for conducting sales at the courthouse in the county where the Property or any part thereof may be, to the highest bidder for cash, first advertising the time, terms, and place of such sale by publishing a notice thereof once a week for four (4) consecutive weeks (without regard to the actual number of days) in a newspaper in which sheriff's advertisements are published in said county, all other notice being hereby waived by Grantor; and Grantee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Property in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and, said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Grantee, its agents, representatives, successors, or assigns, may bid and purchase at such sale; and Grantor hereby constitutes and appoints Grantee or its assigns, agent and attorney-in-fact to make such recitals, sale, and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Grantor agrees that such recitals shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee, or its assigns (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title, and interest, equity of redemption, including all statutory redemption, homestead and all other exemptions of Grantor, or its successors in interest, in and to said Property; and Grantee, or its assigns, shall collect the proceeds of such sale, reserving therefrom all unpaid Obligations with interest then due thereon, and all amounts advanced by Grantee for taxes, assessments, insurance premiums, and other charges, with interest at the Default Rate from date of payment, together with all costs and charges for advertising, and commissions for selling the Property, and reasonable attorneys' fees actually incurred and pay over any surplus to Grantor (in the event of deficiency, Grantor shall immediately on demand from Grantee pay over to Grantee, or its nominee, such deficiency); and, in case of a sale, as herein provided, Grantor or any person in possession under Grantor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted to Grantee, its successors and assigns, are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Grantee may have at law or in equity.

10. (Omitted).

11. **Indemnification.** Grantor agrees to defend, indemnify and hold harmless Grantee, and the directors, officers, elected officials, employees and agents of any of Grantee, from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs, and expenses of any kind whatsoever (including reasonable attorneys' fees and expenses incurred by any such indemnitee in any such litigation, whether or not any such litigation is prosecuted to judgment), including claims arising out of loss of life, injury to persons, property, or business in connection with the activities of Grantor, its predecessors in interest, third parties who have trespassed on the Property, or parties in a contractual relationship with Grantor, or any of them, unless occasioned by the gross negligence or willful misconduct of the Grantee, which arises in connection with any litigation concerning this Security Instrument or the Property or any part thereof or therein, or the occupancy or possession thereof by Grantor or persons claiming through Grantor. In the exercise of the powers herein granted to the Grantee, no liability shall be asserted or enforced against the Grantee (except to the extent of the gross negligence or willful misconduct of the Grantee), all such liability being hereby expressly waived and released by Grantor. Grantor hereby agrees to indemnify, defend and hold the Grantee, and the directors, officers, employees and agents of any of Grantee, free and harmless from and against any and all claims, demands, liabilities, expenses, costs, losses or damages (including all costs, expenses and reasonable attorneys' fees incurred in the defense thereof) which may be asserted against, imposed on or incurred by any such indemnitee by reason of any act or omission of Grantee under this Security Instrument, or any covenants or duties hereunder or the exercise of any of the Grantee's rights and remedies under this Security Instrument. THE PROVISIONS OF THIS SECTION SHALL SURVIVE REPAYMENT OF THE GRANT AND SATISFACTION OR FORECLOSURE OF THIS SECURITY INSTRUMENT.

12. **No Assignment.** The Grantor shall not have the right to assign its interests under the Grant to any other party without the prior written consent of Grantee, in Grantee's sole discretion.

13. **Cancellation.** Upon the expiration of the Term (provided no Default then exists or no event has occurred and is continuing that but for a cure within any applicable cure period would be a Default) and upon payment of any monetary Obligations then due, Grantee shall, without charge to Grantor, cancel this Security Instrument and authorize and direct the Clerk of the Superior Court of Columbus, Georgia to mark this Security Instrument satisfied of record. Grantor shall pay any recordation costs.

14. **(omitted).**

15. **Forbearance By Grantee Not a Waiver.** Any extension of the time for payment or any modification or amortization of the sums secured by this Security Instrument shall not operate to release the liability of Grantor. Any forbearance by Grantee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

16. **Successors and Assigns Bound.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Grantee and the successors and permitted assigns of Grantor.

17. **Notices.** Any notice required to be given hereunder or under the Note shall be given by first class mail, courier, overnight express, or certified mail, unless applicable law requires use of another method. All such notices shall be deemed to have been received as follows: three (3) business days from the date of deposit in the U.S. mail or certified mail; or upon delivery when hand delivered by the party, an overnight service (such as FedEx), or a courier service. All notices shall be directed to the following addresses or any other address either party designates by written notice to the other party in accordance with this Section:

The Grantee: Columbus Georgia
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

The Grantor: Columbus Housing Initiative, Inc.
Attn.: President
P.O. Box 1620 (31902)
345 6th Street
Columbus, GA 31901

Any notice provided for in this Security Instrument shall be deemed to have been given to Grantee or Grantor when given as provided in this Section.

18. **Governing Law; Severability.** This Security Instrument shall be governed by the laws of the State of Georgia. Grantor irrevocably agrees that subject to Grantee's sole and absolute election, Grantee may bring suit, action, or other legal proceedings arising out of this Security Instrument in courts located in Columbus, Georgia, whether local, state, or federal. Grantor hereby consents to the jurisdiction of such courts and waives any rights Grantor may have to request a change of venue or a removal to another court. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

19. **Time of the Essence.** Time is of the essence with respect to this Security Instrument and the obligations secured hereby.

20. **Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

21. WAIVER OF GRANTOR'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE GRANTEE'S RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR

WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED TO SECURE DEBT AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED TO SECURE DEBT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED TO SECURE DEBT; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR GRANT TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE DEED TO SECURE DEBT.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, Grantor has caused this Security Instrument to be executed, under seal, by and through its duly authorized officers as of the date first set forth above.

Columbus Housing Initiative, Inc.

By: _____
Cathy Williams
Its President

Attested By: _____
Rebecca J. Cartee
Its Secretary

Signed, sealed and delivered in the
Presence of:

(CORPORATE SEAL)

Unofficial Witness

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT “A”**Legal Description of Land****PARCEL 1**

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **“PARCEL 5000, 37.73+/- Ac.”**, as said parcel is shown upon that certain survey entitled “Replat for FBC Recovery, LLC, Part of Land Lots 9 & 10, 7th District, Columbus, Muscogee County, Georgia”, dated March 5, 2019, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 166, Page 49, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcel.

PARCEL 2

All those lots, tracts and parcels of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **“PARCEL B3, 0.14 Ac.”** and **“PARCEL B4, 0.14 Ac.”**, as said parcels are shown upon that certain survey entitled “Boundary Survey for Elliott Family Properties, LLC, Part of Land Lots 9 & 10, 7th District, Columbus, Muscogee County, Georgia”, dated August 18, 2017, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 165, Page 180, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

File Attachments for Item:

4. Extension of the Subrecipient Agreement

Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Extension of the Subrecipient Agreement
AGENDA SUMMARY:	Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.
INITIATED BY:	Finance Department

Recommendation: Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

Background: The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The act funded \$1.9 trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local governments which CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts. Since Columbus has experienced an increase in violent crimes during the COVID-19 pandemic, alternative initiatives are being considered to reduce violence throughout the community. Cure Violence Columbus is a grassroots movement started by local community partners with a sole mission to address the violence epidemic afflicting the marginalized and low-income communities in Columbus.

Analysis: Successful outcomes of the program will reduce community violence. There was a delay in getting the staff onboard. The original expiration date was June 30, 2023. An extension to March 31, 2024 was grant per Resolution No. 195-23. An additional extension is requested to December 31, 2024.

Financial Considerations: There is no change of the award amount for this grant of \$500,000.

Legal Considerations: The City Attorney will review extension documentation and approve as to form prior to execution.

Recommendation/Action: Approval is requested to extend the subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE SUBRECIPENT AGREEMENT WITH THE COLUMBUS DEPARTMENT OF PUBLIC HEALTH TO FUND THE CURE VIOLENCE COLUMBUS INITIATIVE FOR AN AWARD AMOUNT UP TO \$500,000.00 TO ADDRESS COMMUNITY VIOLENCE EXACERBATED BY THE COVID-19 PANDEMIC.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 which provided Fiscal Recovery Funds to both state and local governments; and,

WHEREAS, CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and its negative economic impacts; and,

WHEREAS, Columbus has experienced an increase in violent crimes during the COVID-19 pandemic; and,

WHEREAS, Cure Violence Columbus is a grassroots movement started by local community partners with a sole mission to address the violence epidemic afflicting the marginalized and low-income communities in Columbus; and,

WHEREAS, Cure Violence Columbus was granted an extension until March 31, 2024 per Resolution No. 195-23; and,

WHEREAS, Cure Violence Columbus is requesting another extension until December 31, 2024.

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

That the City Manager or designee is hereby authorized to extend the Subrecipient Agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative to address community violence exacerbated by the COVID-19 pandemic to December 31, 2024.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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

_____.
_____.
_____.
_____.
_____.

Item #4.

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment to the Subrecipient Agreement (the “Amendment”) is made and entered into as of the ____ day of March 2024, by and between **West Central Health District - Columbus Department of Public Health**, a subdivision of the Georgia Department of Public Health (“the Subrecipient”) and **Columbus, Georgia Consolidated Government**, a political subdivision of the State of Georgia (“CCG”) (collectively, the “Parties”).

RECITALS

A. **WHEREAS**, the Subrecipient and CCG are parties to a Subrecipient Agreement bearing an Effective Date of April 27, 2022 (the “Agreement”), for the reimbursement of certain Programmatic Costs as related to Cure Violence Columbus, as particularly defined in the Agreement.

B. **WHEREAS**, an amendment was granted to extend to March 31, 2024.

C. **WHEREAS**, the Parties desire to amend certain portions of the Agreement pursuant to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Recitals set forth above are true and correct and are adopted and incorporated herein by reference as if more fully set forth at length.

2. The Subaward period of performance and budget period start and end date listed in Article II General Award Information is hereby repealed and replaced with the following:

“April 1, 2022 through December 31, 2024.”

3. Section 4.2.1.3, Section 4.2.1.4, and Section 4.2.1.5 in Article IV Performance Standards, Reporting Requirements, and Payments is hereby repealed and replaced with the following:

“4.2.1.3 PERIOD 3: October 1, 2022 to March 31, 2023: Provide benchmark

performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period.
- 2) Provide the number of violence interruptions and/or detections handled by type.
- 3) Provide the number of participants served to include participant demographics.
- 4) Summarize progress towards meeting projected outcomes to include

identifiable data metrics.

- 5) Provide financial reports and backup documentation for utilization of current period funding.

4.2.1.4 PERIOD 4: April 1, 2023 to September 30, 2023: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period.
- 2) Provide the number of violence interruptions and/or detections handled by type.
- 3) Provide the number of participants served to include participant demographics.
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics.
- 5) provide financial reports and backup documentation for utilization of current period funding.

4.2.1.5 PERIOD 5: October 1, 2023 to Decmeber 31, 2024: Provide benchmark performance reports for the reporting period to include the following:

- 1) Summarize overall community outreach and mobilization efforts during the program period.
- 2) Provide the number of violence interruptions and/or detections handled by type.
- 3) Provide the number of participants served to include participant demographics.
- 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics.
- 5) Provide financial reports and backup documentation for utilization of current period funding.”

4. The Performance Report and Payment Request Schedule in Article IV Performance Standards, Reporting Requirements, and Payments is hereby repealed and replaced with the following:

“Performance Report and Payment Request Schedule”

REPORTING PERIOD	PERFORMANCE PAYMENT	PERFORMANCE REPORTING REQUIREMENTS IN ADDITION TO SIGNED “PAYMENT REQUEST FORMS”	DUE ON OR BEFORE THE FOLLOWING DATES
PERIOD 1	\$100,000	<u>Performance report as prescribed below and Article IV:</u> 1) Submission of Timeline/Action Plan Per Final Assessment Report 2) Executed Subrecipient grant award agreement 3) Job descriptions for all grant funded personnel 4) Copies of subcontracted service agreements	Within two weeks of contract execution
PERIOD 2	\$100,000	<u>July 1, 2022 – September 30, 2022 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type	Payment request may be made on

		3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of prior and current period funding	the period start date Performance Report due 10/10/2022
PERIOD 3	\$100,000	<u>October 1, 2022 – March 31, 2023 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding	Payment request may be made on the period start date Performance Report due 4/10/23
PERIOD 4	\$100,000	<u>April 1, 2023 – September 30, 2023 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding	Payment request may be made on the period start date Performance Report due 10/10/23
PERIOD 5	\$100,000	<u>October 1, 2023 – December 31, 2024 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding	Payment request may be made on the period start date Performance Report due 12/31/24

5. Section 15.1 in Article XV Term is hereby repealed and replaced with the following:

“This Agreement shall take effect upon execution by both Parties and shall remain in effect until December 31, 2024, unless sooner terminated pursuant to Article X (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).”

6. Exhibit D Expenditure Reporting Schedule is hereby repealed and replaced with the following:

Period Covered in Reports	Detailed Expenditure Report Due Date
April 1-30, 2022	May 5, 2022
May 1-31, 2022	June 5, 2022

June 1-30, 2022	July 5, 2022
July 1-31, 2022	August 5, 2022
August 1-31, 2022	September 5, 2022
September 1-30, 2022	October 5, 2022
October 1-31, 2022	November 5, 2022
November 1-30, 2022	December 5, 2022
December 1-31, 2022	January 5, 2023
January 1-31, 2023	February 5, 2023
February 1-28, 2023	March 5, 2023
March 1-31, 2023	April 2, 2023
April 1-30, 2023	May 5, 2023
May 1-31, 2023	June 5, 2023
June 1-30, 2023	July 5, 2023
July 1-31, 2023	August 5, 2023
August 1-31, 2023	September 5, 2023
September 1-30, 2023	October 5, 2023
October 1-31, 2023	November 5, 2023
November 1-30, 2023	December 5, 2023
December 1-31, 2023	January 5, 2024
January 1-31, 2024	February 5, 2024
February 1-28, 2024	March 5, 2024
March 1-31, 2024	April 5, 2024
April 1-30, 2024	May 5, 2024
May 1-31, 2024	June 5, 2024
June 1-30, 2024	July 5, 2024
July 1-31, 2024	August 5, 2024
August 1-31, 2024	September 5, 2024
September 1-30, 2024	October 5, 2024
October 1-31, 2024	November 5, 2024
November 1-30, 2024	December 5, 2024
December 1-31, 2024	January 5, 2025

7. **ENTIRE AGREEMENT.** Except as set forth herein, the Agreement shall remain in full force and effect and unmodified, and the Agreement, as amended hereby, is hereby ratified, confirmed and approved in all respects. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

On Behalf of the Columbus, Georgia Consolidated Government:

By: _____ Date: _____
Isaiah Hugley, City Manager

Attest: _____ Date: _____
Sandra T. Davis, Clerk of Council

(SEAL)

On Behalf of the West Central Health District - Columbus Department of Public Health

By: _____ Date: _____
Dr. Beverley Townsend, District Health Director

Attest: _____

Date: _____

File Attachments for Item:

5. Street Acceptance- Garrett Pines

Approval is requested for the acceptance of that portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pines.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #5.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Street Acceptance- Garrett Pines
AGENDA SUMMARY:	Approval is requested for the acceptance of that portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pines.
INITIATED BY:	Engineering Department

Recommendation: Approval is requested for the acceptance of that portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pines.

Background: That portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pine has (14) Fourteen residential lots. The streets have been improved and meet the required specifications for acceptance by the City.

Analysis: A deed has been conveyed to the City conveying All that lot, tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, designated as Pine Tar Drive (60' R/W) and Pine Straw Drive (60' R/W) as shown on a plat of survey entitled "Section Nineteen, Garrett Pines and Adjoining property, Columbus, Muscogee County, Georgia, Part of Land Lot 159, 9th District", prepared by Moon Meeks & Associates, dated December 12, 2023 and recorded in Plat Book 167, Page 280, in the Office of the Clerk of Superior Court of Muscogee County, Georgia.

Financial Considerations: No City funds are involved until maintenance is assumed after the two-year warranty.

Legal Considerations: In accordance with Section 18-3 of the Columbus Code, all dedicated right-of-way must be accepted by Council.

Recommendation/Action: Approve the acceptance of That portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pines.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE ACCEPTANCE OF A DEED TO THAT OF PINE TAR DRIVE AND THAT PORTION OF PINE STRAW DRIVE LOCATED IN SECTION NINETEEN, GARRETT PINES, ON BEHALF OF COLUMBUS, GEORGIA.

WHEREAS, Columbus, Georgia has been submitted a deed to That portion of Pine Tar Drive and that portion of Pine Straw Drive located in Section Nineteen, Garrett Pines, a full description of property on said deed; and,

WHEREAS, said streets have been improved and meet the required specifications for acceptance by the City; and,

WHEREAS, the Engineering Department has inspected said streets and recommends acceptance by same.

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

That certain deed dated February 2, 2024, conveying to Columbus, Georgia That portion of Pine Tar Drive and that portion of Pine Straw Drive location in Section Nineteen, Garrett Pines, and the same is hereby accepted. The Clerk of Council is hereby authorized to have said deed recorded in the Deed Records in the Office of the Clerk of Superior Court of Muscogee County. A copy of deed is hereto attached and by this reference made a part of this resolution.

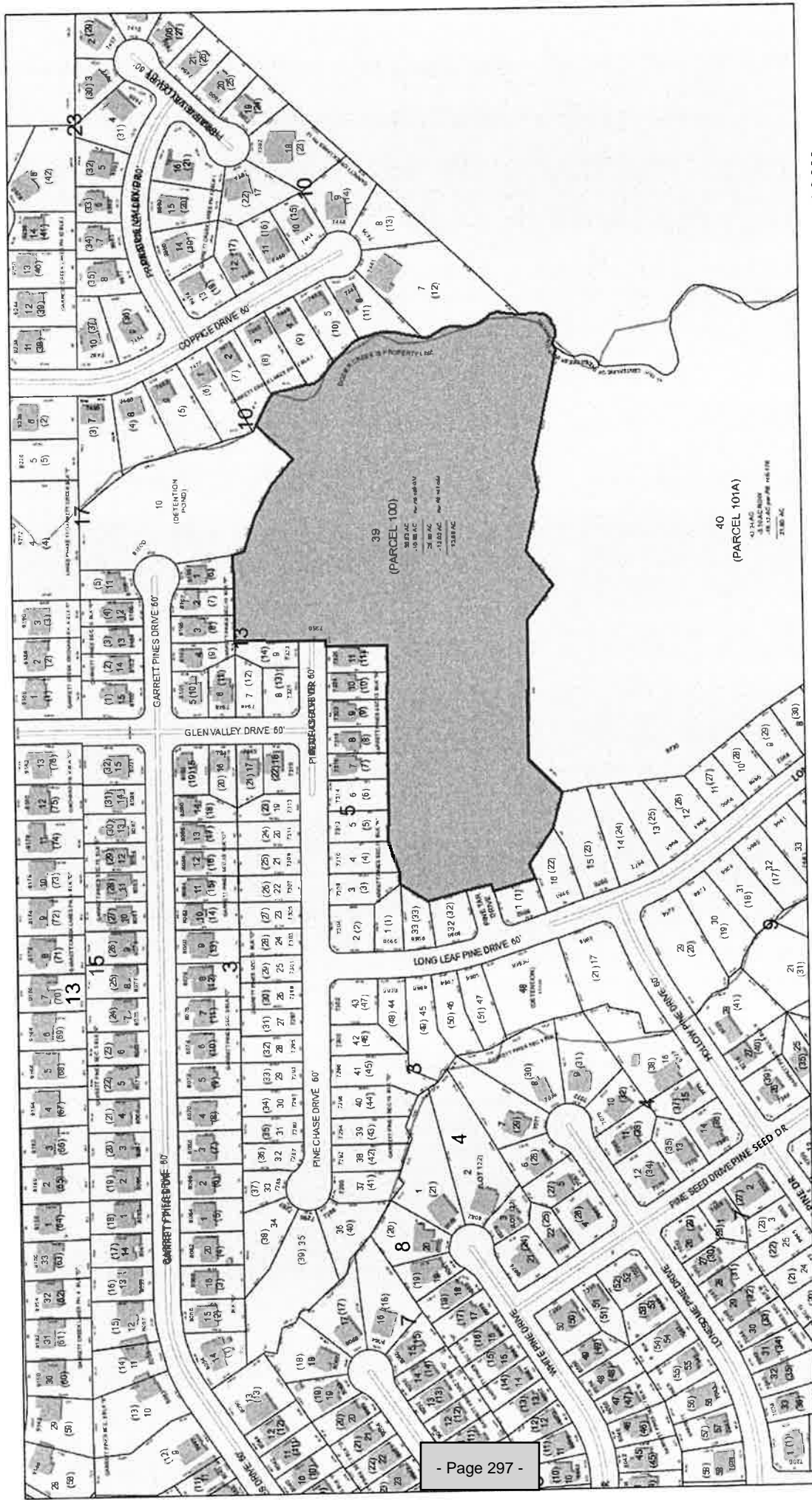
Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____ 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

131 001 039, 7350 PINE CHASE DR, MIDLAND, GA



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February 1, 2024

Columbus Consolidated Government

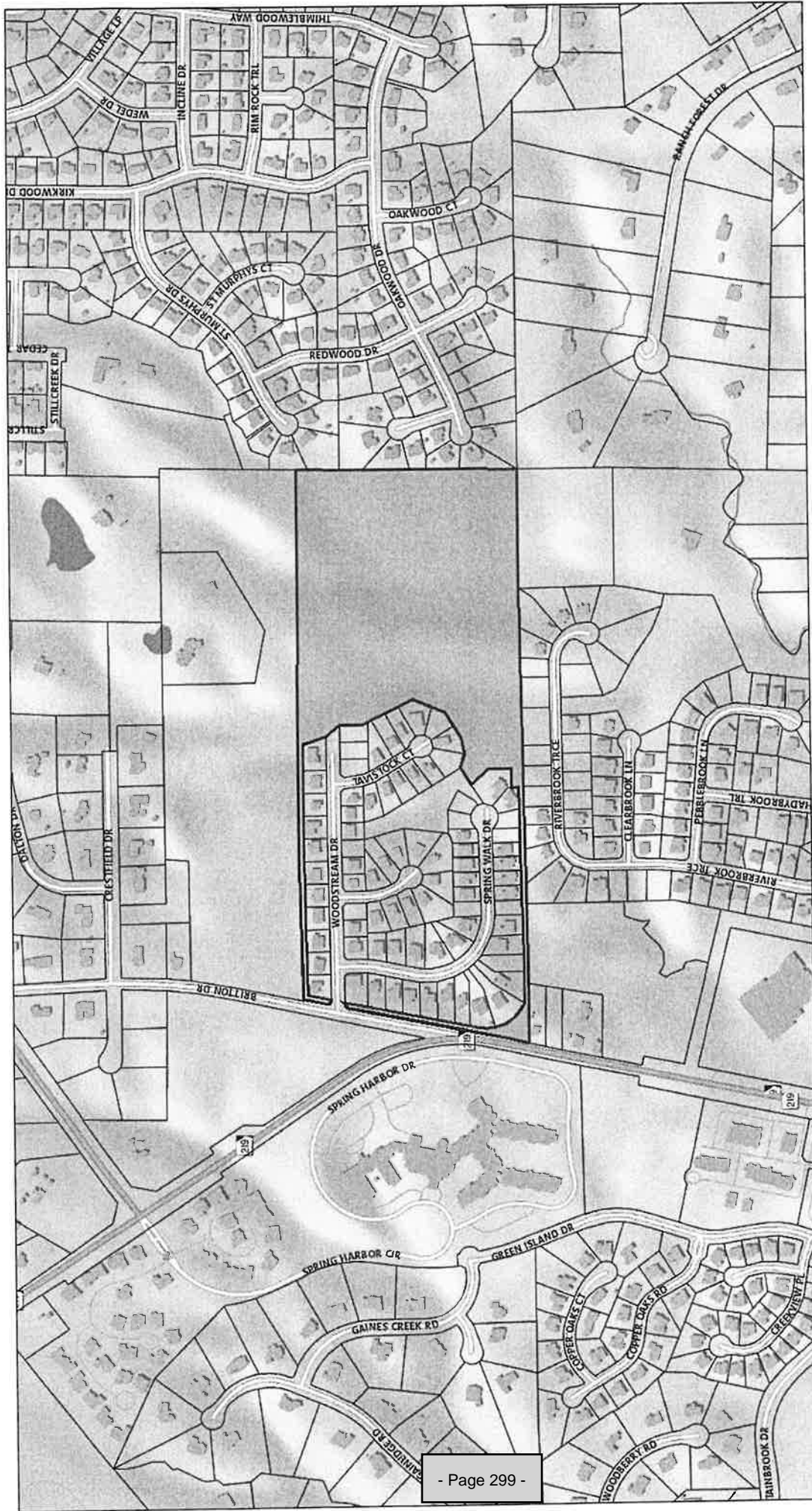
Item #5.

File Attachments for Item:

6. Street Acceptance – Riegel Pointe.

Approval is requested for the acceptance of Zachary Court and that portion of Woodstream Drive located in Phase Three, Riegel Pointe.

180 004 005, 221 WOODSTREAM DR, GA



February 1, 2024

Columbus Consolidated Government

Item #6.

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**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #6.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Street Acceptance – Riegel Pointe.
AGENDA SUMMARY:	Approval is requested for the acceptance of Zachary Court and that portion of Woodstream Drive located in Phase Three, Riegel Pointe.
INITIATED BY:	Engineering Department

Recommendation: Approval is requested for the acceptance of Zachary Court and that portion of Woodstream Drive located in Phase Three, Riegel Pointe.

Background Zachary Court and that portion of Woodstream Drive located in Phase Three, Riegel Pointe has (34) Thirty-four residential lots. The streets have been improved and meet the required specifications for acceptance by the City.

Analysis: A deed has been conveyed to the City conveying All that lot, tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, designated as Woodstream Drive (60' R/W) and Zachary Court (60' R/W) as shown on a plat of survey entitled "Final Plat of Phase 3, Riegel Pointe" prepared by Strozier Services, LLC, dated September 24, 2023 and recorded in Plat Book 167, Page 259, in the Office of the Clerk of Superior Court of Muscogee County, Georgia.

Financial Considerations: No City funds are involved until maintenance is assumed after the two-year warranty.

Legal Considerations: In accordance with Section 18-3 of the Columbus Code, the council must accept all dedicated right-of-way.

Recommendation/Action: Approval is requested for the acceptance of Zachary Court and that portion of Woodstream Drive located in Phase Three, Riegel Pointe.

A RESOLUTION

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE ACCEPTANCE OF A DEED TO ZACHARY COURT AND THAT PORTION OF WOODSTREAM DRIVE LOCATED IN PHASE 3 RIEGAL POINTE, ON BEHALF OF COLUMBUS, GEORGIA.

Item #6.

WHEREAS, Columbus, Georgia has submitted a deed to Zachary Court and that portion of Woodstream Drive located in Phase 3, Riegel Pointe, a full description of the property on said deed; and,

WHEREAS, said streets have been improved and meet the required specifications for acceptance by the City; and,

WHEREAS, the Engineering Department has inspected said streets and recommends acceptance by same.

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

That certain deed dated February 2, 2024, conveying to Columbus, Georgia Zachary Court and that portion of Woodstream Drive located in Phase 3 Riegel Pointe and the same is hereby accepted. The Clerk of Council is hereby authorized to have said deed recorded in the Deed Records in the Office of the Clerk of Superior Court of Muscogee County. A copy of deed is hereto attached and by this reference made a part of this resolution.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____ 2024 and adopted at said meeting by the affirmative vote of ____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

7. FY2024 Exigent Vehicle Purchases

Approval is requested, due to on-going supply chain issues, to make “off the lot” vehicle purchases for vehicles that have been approved as part of the budget for the remainder of FY24, with the exception of vehicles purchased using federal funds, that have been either directly awarded or passed through another entity to CCG.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #7.

TO:	Mayor and Councilors
AGENDA SUBJECT:	FY2024 Exigent Vehicle Purchases
AGENDA SUMMARY:	Approval is requested, due to on-going supply chain issues, to make “off the lot” vehicle purchases for vehicles that have been approved as part of the budget for the remainder of FY24, with the exception of vehicles purchased using federal funds, that have been either directly awarded or passed through another entity to CCG.
INITIATED BY:	Finance Department

Recommendation: Approval is requested, due to on-going supply chain issues, to make “off the lot” vehicle purchases for vehicles that have been approved as part of the budget for the remainder of FY24, with the exception of vehicles purchased using federal funds, that have been either directly awarded or passed through another entity to CCG.

Background: Purchasing of vehicles, whether for Public Safety or other departments, has become increasingly problematic due to supply chain issues, computer chip shortages, and other difficulties. Authorizing “off the lot” purchases will allow departments to obtain needed vehicles that cannot be delivered. Upon the receipt of specification sheet and request from a department or office of the Consolidated Government, the Fleet Management Division of Public Works will first perform a search for the requested vehicles on the sales lot of cooperative contracted dealerships. If said vehicle is not available, Fleet will perform a search for said vehicles on sales lot of dealerships within a 100-mile radius of Muscogee County to include any contiguous states.

Analysis: Orders for vehicles have been stalled for months, in some cases over a year, with no definitive timeline for delivery. This has created issues with Public Safety and other departments fulfilling their respective duties.

Financial Considerations: Only vehicles that have been budgeted and approved in FY24 will be purchased under the authorization of this Resolution due to the exigent circumstances noted above. The success of this process will be evaluated and, if needed, another separate resolution will be submitted for consideration and approval for FY2024 purchases.

Legal Considerations: Since timing may be of the essence, a vendor purchase order may be required prior to the next Council meeting if vehicles have been identified and can be purchased “off the lot” of an authorized dealership. Consequently, all vehicle purchases authorized by this Resolution with costs exceeding \$25,000 will be placed on Council agenda for informational purposes.

Recommendation/Action: Approval is requested, due to on-going supply chain issues, to make “off the lot” vehicle purchases for vehicles that have been approved as part of the budget for the remainder of FY24, with the exception of vehicles purchased using federal funds, that have been either directly awarded or passed through another entity to CCG.

A RESOLUTION AUTHORIZING, “OFF THE LOT” VEHICLE PURCHASES, DUE TO ON-GOING SUPPLY CHAIN ISSUES, FOR VEHICLES THAT HAVE BEEN APPROVED AS PART OF THE BUDGET FOR FY2024, WITH THE EXCEPTION OF VEHICLES PURCHASED USING FEDERAL FUNDS, THAT HAVE BEEN EITHER DIRECTLY AWARDED OR PASSED THROUGH ANOTHER ENTITY TO CCG.

WHEREAS, purchasing of any vehicles, whether for Public Safety or other departments has become increasingly problematic because of supply chain issues, computer chip shortages, and other difficulties to date; and,

WHEREAS, orders for vehicles have been stalled for months, in some cases over a year, with no definitive timeline for delivery thus creating issues with Public Safety and other departments fulfilling their respective duties; and,

WHEREAS, upon the receipt of specification sheet and request from a department or office of the Consolidated Government, the Fleet Management Division of Public Works will first perform a search for the requested vehicles on the sales lot of cooperative contracted dealerships. If said vehicle is not available, Fleet will perform a search for said vehicles on the sales lot of dealerships within a 100-mile radius of Muscogee County to include any contiguous states; and,

WHEREAS, only vehicles that have been budgeted and approved in FY24 will be purchased under the authorization of this Resolution due to the exigent circumstances noted above; and,

WHEREAS, since timing may be of the essence to secure a vehicle, a vendor purchase order may be issued prior to the next Council meeting if a vehicle has been identified and can be purchased “off the lot” of an authorized dealership.

WHEREAS, all vehicle purchases authorized by this Resolution with costs exceeding \$25,000 will be placed on Council agenda for informational purposes.

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

The City Manager and/or his designee is authorized to purchase vehicles “off the lot” of authorized dealerships, due to on-going supply chain issues, for vehicles that have been approved as part of the budget for the remainder of FY24, with the exception of vehicles purchased using federal funds, that have been either directly awarded or passed through another entity to CCG.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of ____ members of said Council.

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

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

Item #7.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

8. Little League Baseball Grants

Approval is requested to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American. This grant will cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of city-owned fields used by the League.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Little League Baseball Grants
AGENDA SUMMARY:	Approval is requested to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American to cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of City owned fields used by the League.
INITIATED BY:	City Manager's Office

Recommendation: Approval is requested to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American to cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of City owned fields used by the League.

Background: On May 16, 2023, Council voted to add \$100,000 to the FY2024 Parks & Recreation Budget for Parks Maintenance with the intent of assisting various sports leagues to improve and maintain their playing fields and facilities at the Budget Review Session. The addition to the budget was reflected in the Columbus Consolidated Government FY24 Budget, which was adopted by Ordinance No. 23-038 on June 27, 2023.

The \$100,000 which was placed in the FY2024 budget for Parks & Recreation to address field maintenance issues will be used to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American.

Analysis: The purpose of each grant shall be to cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of City-owned fields used by the League.

Each League shall receive their grant upon submitting proof to the Department of Parks & Recreation that the League or individuals on behalf of the League have paid or unpaid invoices for expenses described in the paragraph above in an amount of \$12,500 or more. If a League has not incurred qualified expenses amounting to \$12,500, it may receive a grant in the amount of expenses incurred up to \$12,500. Each League will have until May 30, 2024, to submit proof of entitlement for the grant, and all grant funds will be disbursed no later than June 30, 2024.

Legal Considerations: The City Attorney's Office has reviewed this request and has no legal issues with this change.

Financial Considerations: The \$100,000 which was placed in the FY2024 budget for Parks & Recreation to address field maintenance issues will be used to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American.

Recommendation/Action: Approval is requested to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American to cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of City owned fields used by the League.

**RESOLUTION
NO.**

WHEREAS, at its Budget Review Session on May 16, 2023, Council voted to add \$100,000 to the FY2024 Parks & Recreation Budget for Parks Maintenance with the intent of assisting various sports leagues to improve and maintain their playing fields and facilities; and,

WHEREAS, that addition to the budget was reflected in the Columbus Consolidated Government FY24 Budget, which was adopted by Ordinance No. 23-038 on June 27, 2023; and,

WHEREAS, after further deliberation this Council wishes to provide further direction in the use of these funds based on critical needs pending for the spring little league baseball season.

THEREFORE, THE COLUMBUS COUNCIL NOW HEREBY RESOLVES AS FOLLOWS:

1. The \$100,000 which was placed in the FY2024 budget for Parks & Recreation to address field maintenance issues will be used to make available a one-time grant of up to \$12,500 for each of the Baseball Youth Leagues: Pioneer, Sally, Northern, Eastern, National, Dixie, Peach, and American.
2. The purpose of each grant shall be to cover expenses incurred by the League or individuals on behalf of the League for materials or equipment used for the maintenance and repair of City owned fields used by the League.
3. Each League shall receive their grant upon submitting proof to the Department of Parks & Recreation that the League or individuals on behalf of the League have paid or unpaid invoices for expenses described in paragraph 2. above in an amount of \$12,500 or more. If a League has not incurred qualified expenses amounting to \$12,500, it may receive a grant in the amount of expenses incurred up to \$12,500. Each League will have until May 30, 2024, to submit proof of entitlement for the grant and all grant funds will be disbursed no later than June 30, 2024.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of ____ members of Council.

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

Sandra T. Davis, Clerk of Council

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

File Attachments for Item:

9. SAMHSA Grant

Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Adult Drug Court from September 30, 2024, to September 29, 2029, and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is no match requirement for this program.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #9.

TO:	Mayor and Councilors
AGENDA SUBJECT:	SAMHSA Grant
AGENDA SUMMARY:	Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Adult Drug Court from September 30, 2024, to September 29, 2029, and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is no match requirement for this program.
INITIATED BY:	Superior Court

Recommendation: Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Adult Drug Court from September 30, 2024, to September 29, 2029, and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is no match requirement for this program.

Background: The Department of Health and Human Services has provided funds to expand treatment services to persons in our community participating in the Adult Drug Court. The funds are being provided through the Substance Abuse and Mental Health Services Administration to be utilized to operate the ADC program at the rate of \$400,000 annually for 5 years.

Analysis: The Muscogee County Adult Drug Court is requesting a grant of \$2,000,000 from SAMHSA to operate the ADC program for a period of 60 months.

Financial Considerations: There is NO match requirement for this funding.

Projected Annual Fiscal Impact Statement: The Columbus Consolidated Government will not be required to continue this program when the grant funds have been expended.

Legal Considerations: The Columbus Consolidated Government is eligible to apply for funds from the Substance Abuse and Mental Health Services Administration.

Recommendations/ Actions: Approve a resolution authorizing the City Manager to submit a grant application and if approved, accept funds from SAMHSA for the operation of the Adult Drug Court Program Project, from September 30, 2024 to September 29, 2029 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded.

A RESOLUTION**NO. _____**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AND IF APPROVED, ACCEPT A GRANT OF \$2,000,000 OR AS OTHERWISE AWARDED FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION TO FUND THE ADULT DRUG COURT PROJECT FROM SEPTEMBER 30, 2024 THROUGH SEPTEMBER 29, 2029 WITH NO MATCH REQUIREMENT AND ALSO AUTHORIZING DR. ANDREW COX AS THE SOLE PROVIDER FOR EVALUATION OF THE PROGRAM AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AWARD AMOUNT.

WHEREAS, funds have been made available from the Substance Abuse and Mental Health Services Administration to the Adult Drug Court Project for a 60 month period beginning September 30, 2024 through September 29, 2029; and,

WHEREAS, funds are being made available to provide support for the operation of the PORCH Project for FY24-29; and,

WHEREAS, funds have been made available from SAMHSA to fund the FY 2024 Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts is accepting grant requests from jurisdictions throughout the country; We are requesting to partner with New Horizons Behavioral Health on the expansion of this program and Dr. Andrew Cox for our programmatic evaluations; and

WHEREAS, there is no match requirement for this funding.

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

That the City Manager is hereby authorized to submit a grant application to the Substance Abuse and Mental Health Services Administration to fund the Adult Drug Court and if awarded accept \$2,000,000 to provide funding from September 30, 2024 to September 29, 2029 and authorize a sole source contract to New Horizons Behavioral Health and Dr. Andrew Cox and to amend the Multi-Governmental Fund by the amount of the grant award.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. Additional Bulk Mailing Services for Various Departments – Georgia Statewide Cooperative Contract

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #A.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Additional Bulk Mailing Services for Various Departments – Georgia Statewide Cooperative Contract
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of Bulk Mailing Services for Various Departments from RR Donnelley & Sons (Atlanta, GA) as an additional source for these services. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract, SWC 99999-001-SPD0000211-0003.

The vendor will add another source for Departments to utilize for bulk mailings. RR Donnelley & Sons will provide services for bulk mail projects exceeding one-thousand (1,000) pieces. These services will be utilized by various departments on an “as needed” basis.

Georgia Statewide Contract SWC 99999-001-SPD0000211-0003 is a cooperative contract whereby RR Donnelley & Sons is the awarded vendor to provide Offset Printing and Related Services. The term of the contract is good through July 31, 2024, with six (6) one-year renewal options. The contract is available for use by any Georgia Governmental entity. The City’s Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted each fiscal year for this ongoing expense: Various Accounts – Postage; 6625.

A RESOLUTION**NO. _____**

A RESOLUTION AUTHORIZING THE PURCHASE OF BULK MAILING SERVICES FOR VARIOUS DEPARTMENTS FROM RR DONNELLEY & SONS (ATLANTA, GA) AS AN ADDITIONAL SOURCE FOR THESE SERVICES. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT 99999-001-SPD0000211-0003.

WHEREAS, the vendor will add another source for Departments to utilize for bulk mailings. RR Donnelley & Sons will provide services for bulk mail projects exceeding one-thousand (1,000) pieces. These services will be utilized by various departments on an “as needed” basis; and,

WHEREAS, Georgia Statewide Contract SWC 99999-001-SPD0000211-0003 is a cooperative contract whereby RR Donnelley & Sons is the awarded vendor to provide Offset Printing and Related Services. The term of the contract is good through July 31, 2024, with six (6) one-year renewal options. The contract is available for use by any Georgia Governmental entity. The City’s Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase Bulk Mailing Services for Various Departments from RR Donnelley & Sons (Atlanta, GA) as an additional source for these services. The purchases will be made via Georgia Statewide Contract, SWC 99999-001-SPD0000211-0003. Funds are budgeted each fiscal year for this on-going expense: Various Accounts – Postage; 6625.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

B. One (1) 2024 Ford F-350 Super Duty for the Public Works Department – Georgia Statewide Contract Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #B.

TO:	Mayor and Councilors
AGENDA SUBJECT:	One (1) 2024 Ford F-350 Super Duty for the Public Works Department – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2024 Ford F-350 Super Duty for the Public Works Department from Allan Vigil Ford, Inc. (Morrow, GA) in the amount of \$64,290.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002.

The vehicle will be used by Rainwater Division work crew to haul concrete spray trailer and other equipment.

Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract whereby Allan Vigil Ford, Inc. is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: Sewer (Stormwater) Fund – Public Works – Sewer Maintenance – Light Trucks; 0202-260-3210-SWRM-7722.

A RESOLUTION**NO. _____**

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2024 FORD F-350 SUPER DUTY FOR THE PUBLIC WORKS DEPARTMENT FROM ALLAN VIGIL FORD, INC. (MORROW, GA) IN THE AMOUNT OF \$64,290.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT 99999-SPD-ES40199373-002.

WHEREAS, the vehicle will be used by Rainwater Division work crew to haul concrete spray trailer and other equipment; and,

WHEREAS, Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract whereby Allan Vigil Ford, Inc. is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase one (1) 2024 Ford F-350 Super Duty for the Public Works Department from Allan Vigil Ford, Inc. (Morrow, GA) in the amount of \$64,290.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Funds are budgeted in the FY24 Budget: Sewer (Stormwater) Fund – Public Works – Sewer Maintenance – Light Trucks; 0202-260-3210-SWRM-7722.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

C. Auditing Services for HUD-Entitlement Funds for the Community Reinvestment Department – RFP
No. 24-0014

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Auditing Services for HUD-Entitlement Funds for the Community Reinvestment Department – RFP No. 24-0014
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of a contract with PJC Group, LLC (Atlanta, GA) for auditing services related to HUD-entitlement funds for the Community Reinvestment Department.

PJC Group, LLC will review the Community Reinvestment Department's financial reports in the City's CGI Advantage® financial system, for all Federal awards (CDBG, HOME, NSP) dating from 1989 to present; to reconcile the department's Advantage reports with HUD IDIS reports, including reports PR01, PR02, PR70, etc.; and to review the source of an unaccounted balance of more than \$1 million, dating prior to 2005.

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on December 7, 2023. This RFP has been advertised, opened and evaluated. Five proposals were received by the due date of December 29, 2023, from the following firms:

PJC Group, LLC (Atlanta, GA)

Cherry Bekaert Advisory, LLC (Augusta, GA)

The W Real Estate And Investment Group (Peachtree Corners, GA)

¹ Ascension Contracting & Consulting, LLC (Sugar Hill, GA)

¹ Cyril and Associates Accounting, LLC (Norcross, GA)

¹ The proposals submitted by Ascension Contracting & Consulting, LLC and Cyril and Associates Accounting, LLC were deemed non-responsive because the proposals did not include properly executed E-Verify Affidavits, as required by Georgia Code O.C.G.A. § 13-10-91(b).

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action

Pre-Evaluation Meeting	01/18/24	The Purchasing Manager advised evaluation committee members of the RFP rules and process, and the project manager provided an overview. Proposal copies were forwarded to each committee member to review.
1 st Evaluation Meeting	02/05/24	Committee members discussed each proposal and determined that clarifications were required from two of the responding firms.
Clarification Requested	02/05/24	Clarification letters were forwarded to two of the responding firms.
Clarification Received	02/07/24	Clarification responses were received and forwarded to the evaluation committee, which did not require additional information.
Evaluation Forms Sent	02/08/24	Evaluation forms were forwarded to the voting committee members.
Evaluation Forms Returned	02/22/24	The final set of evaluation forms were returned to the Purchasing Division for compilation of the evaluation scores and comments.
2 nd Evaluation Meeting / Award Recommendation	03/04/24	The committee discussed the evaluation results then a tally was taken of the committee's recommendation. The voters unanimously recommended award to PJC Group, LLC.

Evaluation Committee:

The voting committee members consisted of two representatives from the Community Reinvestment Department and three representatives from the Finance Department.

The alternate committee members included two additional representatives from the Community Reinvestment Department.

Non-voting advisor committee members included two additional representatives from the Community Reinvestment Department and a representative from the City Manager's Office.

Award Recommendation:

The voting committee members recommend awarding the contract to the highest-scoring firm, PJC Group, LLC., for the following reasons:

- The firm's staff members have decades of experience in accounting and auditing. They have experience with governmental clients and have audited the city of Atlanta, Fulton County and DeKalb County's HUD-funded programs including CDBG, HOME and NSP. They are familiar with IDIS reporting.
- Their work history includes several governmental entities where they have audited HUD-related programs.
- The firm's service plan is sufficiently detailed and well thought out.

- They give a blended hourly rate with an estimated cost range and a not-to-exceed cost for consulting services and for auditing services.

Vendor's Experience/Qualifications:

- PJC Group, LLC was founded in 1980 and is one of the largest minority-owned public accounting firms in Atlanta. The firm provides audit, accounting, tax and consulting services.
- The firm is a member of the Georgia Society of Certified Public Accountants as well as the American Institute of Certified Public Accountants.
- The founding principal of the firm has more than 43 years of experience in public accounting, including clients in the public sector, municipalities and other governments.
- The firm has several years of experience auditing HUD's twelve different compliance requirements, including Program Income and Reporting as required by the Compliance Supplement 2 CFR, Part 200.
- Below is a listing of the last five government clients for whom PJC Group, LLC provided auditing services for similar programs:
 - Atlanta-Fulton County GA Recreation Authority 2011 – Present
Financial statement audit
 - Atlanta-Fulton County GA Water Resource Commission 2008 – Present
Financial statement audit
 - Atlanta, GA Victim Assistance, Inc. 2004 – Present
Financial statement audit and single audit
 - City of Atlanta, GA 2012 – 2021
Financial statement audit, pension audit, single audit as subcontractor
 - Fulton County, GA 2005 – Present
Financial statement audit, single audit and pension audit

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

General Fund Reserves will be used to cover the costs. However, the expenses will be charged to: General Fund - Community Reinvestment – Real Estate – Auditing Services; 0101-245-2400-REAL-6337.

A RESOLUTION**NO.**_____**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PJC GROUP, LLC (ATLANTA, GA) FOR AUDITING SERVICES RELATED TO HUD-ENTITLEMENT FUNDS FOR THE COMMUNITY REINVESTMENT DEPARTMENT.**

WHEREAS, an RFP was administered (RFP No. 24-0014) and five proposals were received; and,

WHEREAS, the proposal submitted by PJC Group, LLC was deemed most response to the RFP.

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

That the City Manager is hereby authorized to execute a contract with PJC Group, LLC (Atlanta, GA) for auditing services related to HUD-entitlement funds for the Community Reinvestment Department. General Fund Reserves will be used to cover the costs. However, the expenses will be charged to: General Fund - Community Reinvestment – Real Estate – Auditing Services; 0101-245-2400-REAL-6337.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

D. Four (4) Double-Cab Service Trucks for the Public Works Department – Sourcewell Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #D.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Four (4) Double-Cab Service Trucks for the Public Works Department – Sourcewell Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of four (4) double cab service trucks (2024 Chevy Silverado 2500HD Double Cab 2WD 8' Bed Work Truck) for the Public Works Department from Alan Jay Fleet Sales (Sebring, FL) at a unit price of \$60,787.00, and a total price of \$243,148.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #091521-NAF and #060920-NAF.

The vehicles will be used by Facilities Maintenance field maintenance workers to complete work orders at various sites throughout the City. These are new vehicles.

The purchase will be accomplished by Cooperative Purchase utilizing two different Sourcewell contracts awarded to National Auto Fleet Group; Alan Jay Fleet Sales is an authorized dealer for National Auto Fleet Group:

- 1) Request for Proposals (RFP) 091521, initiated by Sourcewell, whereby 72 Hour LLC dba: National Auto Fleet Group, was one of the successful vendors contracted to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. The contract, which commenced November 4, 2021, is good through November 8, 2025, with an option for one additional year upon the request of Sourcewell and written agreement by Supplier. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.
- 2) Request for Proposals (RFP) 060920, initiated by Sourcewell, whereby 72 Hour LLC dba: National Auto Fleet Group, was one of the successful vendors contracted to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services. The contract, which commenced August 3, 2020, is good through August 1, 2024, with an option for one additional year upon the request of Sourcewell and written agreement by Supplier. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and

other public entities located in the United States and Canada. The RFP process utilized by Source meets the requirements of the City's Procurement Ordinance; additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Item #D.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3115 – STIF – 7722 - 54450 – 20240.

A RESOLUTION

Item #D.

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE FOUR (4) DOUBLE CAB SERVICE TRUCKS (2024 CHEVY SILVERADO 2500HD DOUBLE CAB 2WD 8' BED WORK TRUCK) FOR THE PUBLIC WORKS DEPARTMENT FROM ALAN JAY FLEET GROUP (SEBRING, FL) AT A UNIT PRICE OF \$60,787.00, AND A TOTAL PRICE OF \$243,148.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #091521-NAF AND #060920-NAF.

WHEREAS, the vehicles will be used by Facilities Maintenance field maintenance workers to complete work orders at various sites throughout the City. These are new vehicles; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase utilizing two different Sourcewell contracts awarded to National Auto Fleet Group; Alan Jay Fleet Sales is an authorized dealer for National Auto Fleet Group:

- 1) Request for Proposals (RFP) 091521, initiated by Sourcewell, whereby 72 Hour LLC dba: National Auto Fleet Group, was one of the successful vendors contracted to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. The contract, which commenced November 4, 2021, is good through November 8, 2025, with an option for one additional year upon the request of Sourcewell and written agreement by Supplier. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing; and,
- 2) Request for Proposals (RFP) 060920, initiated by Sourcewell, whereby 72 Hour LLC dba: National Auto Fleet Group, was one of the successful vendors contracted to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services. The contract, which commenced August 3, 2020, is good through August 1, 2024, with an option for one additional year upon the request of Sourcewell and written agreement by Supplier. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase four (4) double cab service trucks (2024 Chevrolet Silverado 2500HD Double Cab 2WD 8' Bed Work Truck) for the Public Works Department from Alan Jay Fleet Sales (Sebring, FL) at a unit price of \$60,787.00, and a total price of \$243,148.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #091521-NAF and #060920-NAF. Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3115 – STIF – 7722 – 54450 – 20240.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

E. Engineering Design Services for Resurfacing of Eight (8) Streets – RFQ No. 24-0001

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Engineering Design Services for Resurfacing of Eight (8) Streets – RFQ No. 24-0001
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of a contract with TTL, Inc. (Atlanta, GA) for preliminary and final design plans and environmental documentation for the resurfacing of approximately 11.10 miles of roads within Muscogee County.

Below is a list of roads that will be resurfaced. These roads were selected based on comprehensive pavement evaluations conducted by a third party and are classified as Collectors or above. A collector road is a type of road whose primary purpose is to move traffic from local streets to arterial roads:

54th St. from River Rd. to Veteran's Pkwy.	1.41 Miles (railroad crossing)
Billings Rd. from Gateway Rd. to Warm Springs Rd.	1.53 Miles
Torch Hill Rd. from South Lumpkin Rd. to Fort Benning Rd.	0.54 Miles
Morris Rd. from Forrest Rd. to Buena Vista Rd.	2.46 Miles (railroad crossing)
North Lumpkin Rd. from Cusseta Rd./Andrews Rd./Brown Ave. to Victory Dr./US-280	1.41 Miles
30th Ave. from Cusseta Rd. to Victory Dr./US-280	0.68 Miles
Andrews Rd. from Cusseta Rd./N. Lumpkin Rd/Brown Ave. to Buena Vista Rd.	1.07 Miles
Double Churches Rd. from River Rd. to I-185 Overpass Bridge	2 Miles

TTL, Inc. will provide the services in accordance with the Georgia Department of Transportation (GDOT) Plan Development Process (PDP), Plan Presentation Guide (PPG), Design Policies and Manuals, and current software versions approved by the Project Manager. Plan sheets will be provided in accordance with the current GDOT Final Field Plan Review (FFPR) checklist. No right-of-way or easement impacts are expected.

TTL, Inc. shall accomplish the design using applicable guidelines, American Association of State Highway and Transportation (AASHTO) Green Book, Roadside Design Guide, Highway Capacity Manual, and GDOT Standard Specifications and Standards & Details, and GDOT Design Policy Manual.

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on July 20, 2023. This RFP has been advertised, opened and evaluated. Three proposals were received by the due date of August 25, 2023 from the following firms:

TTL, Inc. (Atlanta, GA)
Stantec Consulting Services, Inc. (Atlanta, GA)
Volkert, Inc. (Atlanta, GA)

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Pre-Evaluation Meeting	09/28/23	The Purchasing Manager advised evaluation committee members of the RFQ rules and process, and the project manager provided an overview. Qualification packets were disbursed to each committee member to review.
1 st Evaluation Meeting	10/12/23	Committee members discussed the qualification packets and determined that clarifications were not required from the three responding firms.
Evaluation Forms Sent for <i>Phase I – Selection of Finalists</i>	10/31/23	Evaluation forms were forwarded to voting committee members.
Evaluation Forms Returned for Phase I.	11/27/23	The final set of evaluation forms were returned to the Purchasing Division for compilation of the evaluation scores and comments.
2 nd Evaluation Meeting	12/18/23	The Evaluation Committee members reviewed and discussed the evaluation results and the voters unanimously decided to short-list all three responding firms.
Finalist Notification and Request for Proposals for <i>Phase II – Technical Approach and Past Performance</i>	01/08/24	The Purchasing Division notified the responding firms of their shortlist status and that proposals were due for Phase II – Technical Approach and Past Performance.
Proposal received for Phase II.	01/16/24	Proposal responses were received and forwarded to the Evaluation Committee.
3 rd Evaluation Meeting	01/22/24	Committee members discussed the qualification packets and determined that clarifications were not required from the three responding firms.

Evaluation Forms sent for Phase II.	01/22/24	Evaluation forms were forwarded to voting committee members.
Evaluation Forms Returned for Phase II.	01/29/24	The final set of evaluation forms were returned to the Purchasing Division for compilation of the evaluation scores and comments.
Final Evaluation Results/Recommendation	01/30/24	The Purchasing Division forwarded the final results to the Evaluation Committee. The voters unanimously recommended proceeding with requesting a cost proposal from the highest scoring firm of TTL, Inc.
Cost Proposal Requested	01/30/24	The Purchasing Division requested a cost proposal from TTL, Inc.
Cost Proposal Received	03/15/24	TTL, Inc. provided a signed cost proposal.

Evaluation Committee:

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

An additional representative from the Engineering Department and an additional representative from the Planning Department served as alternate voters.

An additional representative from the Engineering Department served as a non-voting alternate.

Award Recommendation:

The voting committee members recommend awarding the contract to the highest-scoring firm of TTL, Inc. for the following reasons:

- TTL, Inc. fully meets the qualifications and availability for this work. They have enough experience to make sure that the work is done according to what is needed.
- The vendor has good experience, with a lot of widening/paving projects in Georgia and Alabama.
- TTL, Inc. submitted a very thorough proposal and was the only firm to mention possible ADA compliance.
- The technical approach submitted by this vendor appears to be very good.
- Their use of ADA compliance and utility coordination seemed to go above the other vendors' proposals. Their quality control and approach also seemed to be a better proposal than the other vendors.
- The firm's proposal shows that they have been in the community previewing the project.

Vendor's Experience/Qualifications:

- TTL, Inc. was founded in 1964 and was incorporated in 1970. Their company headquarters is located in Tuscaloosa, AL.

- The firm has operated in Georgia since 1991, and has offices in Atlanta, Albany and Valdosta. In addition to Alabama and Georgia, the firm has offices in Tennessee, Georgia and Texas, with 13 offices in total.
- The proposed project manager has provided services for GDOT and local Georgia government agencies for more than 20 years.
- The firm is prequalified by GDOT in the following area classes – Transportation Planning: Air Studies; Noise Studies; Ecology; Attitude, Opinion, and Community Value Studies; Location Studies and Traffic Studies; Highway Design Roadway: Two-Lane or Multi-Lane Rural Generally Free Access Highway Design; Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highway Design including Storm Sewers; Multi-Lane, Limited Access Expressway Type Highway Design; Design of Urban Expressway and Interstate; Traffic Operations Studies; Traffic Operations Design; Utility Coordination; Hydraulic and Hydrological Studies (Roadway); and Facilities for Bicycles and Pedestrians; Soils, Foundations & Materials Testing: Soil Surveys; Geological and Geophysical Studies; Bridge Foundation Studies; Hydraulic and Hydrological Studies (Soils and Foundation); Laboratory Materials Testing; Field Testing of Roadway Construction Materials; and Hazard Waste Site Assessment Studies; Construction: Construction Supervision; Erosion and Sedimentation Control: Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program.
- Below is a listing of multiphase projects, of similar complexity, size, scope and function:
 - SR-14 and Firetower Road (Alabama Department of Transportation (ALDOT) in Wetumpka, Elmore County, AL – Budget of \$4.5 million – May 2023 to present:
Following a thorough inspection of the roadway, TTL recommended a project to modify the existing intersection of SR-14 and Firetower Road to a Green T intersection by widening the existing roadway, improving two sag and one crest vertical curves by placing leveling under traffic, and adding a concrete island with drainage improvements. TTL is providing construction plans, the public involvement map, and is attending all public involvement meetings, and will be performing plan development through contract letting, currently scheduled for Summer 2024.
 - Southern Boulevard (Alabama Department of Transportation (ALDOT) in Montgomery, AL – Budget of \$6.8 million – August 2022 to present:
To improve Southern Boulevard (SR-152) between Davenport Drive to east of Court Street in the City of Montgomery, a thorough inspection of the roadway was conducted before designing a plan to widen the roadway, improve access management, and replace a bridge over a section of CSX Railroad. TTL is providing construction plans and public involvement maps and attending all public involvement meetings. TTL began in August 2022 performing plan development and will continue through contract letting, a date for which has not yet been finalized.
 - I-65 from SR-158 to CR-41 (Alabama Department of Transportation (ALDOT) in Saraland, Mobile County, AL – Budget of \$18 million – January 2023 to present:
For a project to widen the median of I-65 and replace the bridge over SR-158 to

add additional northbound and southbound lanes, TTL conducted a thorough inspection of the roadway before designing a plan to resurface the existing roadway within the entire project limits along with ramps at interchanges and SR-158. Starting in January 2023, TTL has been providing construction plans and performing plan development through contract letting, the date for which has yet to be finalized.

➤ Old Tuscaloosa Highway Widening (Alabama Department of Transportation (ALDOT) in McCalla, Jefferson County, AL – Budget of \$11.8 million – 2022 to present:

A thorough inspection of the roadway was conducted prior to developing a plan to widen Old Tuscaloosa Highway between the Jefferson/Tuscaloosa county line and McAshan Drive in McCalla, from a two-lane roadway to a mixed four-lane divided and five-lane roadway. TTL is providing construction plans, the right-of-way map, and tract sketches along with management of the public involvement meeting with maps, advertising signs, and attendance documentation. TTL began the project in 2022 and is performing plan development through contract letting, a date for which has not been finalized.

The City's Procurement Ordinance Article 5.401 (Competitive Negotiation Qualification-Based Selection) governs the RFQ Process. The evaluation results and cost information has been submitted to the City Manager in a separate memo for informational purposes.

Funds are available in the FY24 Budget: T-SPLOST Discretionary Project Fund – Capital Projects –T-SPLOST (2012) – Road Improvements – 8 Street Resurfacing Z230 Match; 0510 – 660 – 7000 – TSPL – 7643 – 65032 – 20240 and Special Project-Capital Project Fund – Capital Projects – Paving Fund Supported Capital Project – Road Improvements – 8 Street Resurfacing Z230; 0508 – 660 – 3000 – CPPF – 7643 – 24047 – 20240.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH TTL, INC. (ATLANTA, GA) FOR PRELIMINARY AND FINAL DESIGN PLANS AND ENVIRONMENTAL DOCUMENTATION FOR THE RESURFACING OF APPROXIMATELY 11.10 MILES OF ROADS WITHIN MUSCOGEE COUNTY.

WHEREAS, a multi-phase RFQ was administered (RFQ No. 24-0001) and three statements of qualifications were received; and,

WHEREAS, the three responding firms were shortlisted and requested to submit proposals; and,

WHEREAS, TTL, Inc. was deemed the most highly qualified consultant.

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

That the City Manager is hereby authorized to execute a contract with TTL, Inc. (Atlanta, GA) for preliminary and final design plans and environmental documentation for the resurfacing of approximately 11.10 miles of roads within Muscogee County. Funds are available in the FY24 Budget: T-SPLOST Discretionary Project Fund – Capital Projects –T-SPLOST (2012) – Road Improvements – 8 Street Resurfacing Z230 Match; 0510 – 660 – 7000 – TSPL – 7643 – 65032 – 20240 and Special Project-Capital Project Fund – Capital Projects – Paving Fund Supported Capital Project – Road Improvements – 8 Street Resurfacing Z230; 0508 – 660 – 3000 – CPPF – 7643 – 24047 – 20240.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the_____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

F. Genfare Software Support Agreement for METRA

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #F.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Genfare Software Support Agreement for METRA
INITIATED BY:	Finance Department

It is requested that Council approve a three (3) year software support agreement from Genfare - A Division of SPX Corporation (Elk Grove Village, IL) in the total amount of \$41,551.00; which includes the software license renewal in the amount of \$2,450.00, and annual software support to be paid as follows: Year 1 - \$12,650.00; Year 2 - \$13,030.00 and Year 3 - \$13,421.00.

In 2009, Per Resolution #286-09, Genfare was awarded the contract to provide an electronic validating farebox system. Since that time, METRA has purchased the Genfare Odyssey fareboxes which are installed in buses and integrates with the system. Whenever an issue or upgrade has arisen with the software, METRA has paid as needed.

The software support agreement will ensure METRA receives ongoing support (any services support needed for Genfare equipment), i.e. the Ticket Vending Machine, Fareboxes, Genfare Data System for software issues, as well as, upgrades to the software.

Funds will be budgeted in the appropriate fiscal years to cover the cost of the agreement as follows:
Transportation Fund –Transportation –FTA - Metra FTA - Capital Expenditures over \$5,000; 0751 – 610 – 2400 – MFTA – 7761 (FTA 80% and City 20%).

A RESOLUTION

Item #F.

NO. _____

A RESOLUTION AUTHORIZING A THREE (3) YEAR SOFTWARE SUPPORT AGREEMENT FROM GENFARE - A DIVISION OF SPX CORPORATION (ELK GROVE VILLAGE, IL) IN THE TOTAL AMOUNT OF \$41,551.00; WHICH INCLUDES THE SOFTWARE LICENSE RENEWAL IN THE AMOUNT OF \$2,450.00, AND ANNUAL SOFTWARE SUPPORT TO BE PAID AS FOLLOWS: YEAR 1 - \$12,650.00; YEAR 2 - \$13,030.00 AND YEAR 3 - \$13,421.00.

WEHREAS, in 2009, Per Resolution #286-09, Genfare was awarded the contract to provide an electronic validating farebox system. Since that time, METRA has purchased the Genfare Odyssey fareboxes which are installed in buses and integrates with the system. Whenever an issue or upgrade has arisen with the software, METRA has paid as needed; and,

WHEREAS, the software support agreement will ensure METRA receives ongoing support (any services support needed for Genfare equipment), i.e. the Ticket Vending Machine, Fareboxes, Genfare Data System for software issues, as well as, upgrades to the software.

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

That the City Manager is hereby authorized to enter into a three (3) year software support agreement with Genfare - A Division of SPX Corporation (Elk Grove Village, IL) in the total amount of \$41,551.00; which includes the software license renewal in the amount of \$2,450.00, and annual software support to be paid as follows: Year 1 - \$12,650.00; Year 2 - \$13,030.00 and Year 3 - \$13,421.00. Funds will be budgeted in the appropriate fiscal years to cover the cost of the agreement as follows: Transportation Fund –Transportation –FTA - Metra FTA - Capital Expenditures over \$5,000; 0751 – 610 – 2400 – MFTA – 7761 (FTA 80% and City 20%).

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____day of _____, 2024 and adopted at said meeting by the affirmative vote of _____members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

G. Upgrade/Purchase of Fast Fare Fareboxes for METRA

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #G.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Upgrade/Purchase of Fast Fare Fareboxes for METRA
INITIATED BY:	Finance Department

It is requested that Council approve the upgrade/purchase of twenty-six (26) fast fare fareboxes from Genfare - A Division of SPX Corporation (Elk Grove Village, IL) in the total amount of \$591,358.00.

Genfare has discontinued the Odyssey fareboxes used for METRA's farebox system in order to phase in the latest technology, Fast Fare Farebox. Genfare will no longer accept orders for Odyssey fareboxes. Consequently, the Department must upgrade existing fareboxes. The Fast Fare farebox is equally reliable while accepting a wider range of fare payments from contactless credit and debit cards, and mobile wallets such as Apple Pay, Google Pay.

In 2009, Per Resolution #286-09, Genfare was awarded the contract to provide an electronic validating farebox system. Consequently, the vendor is deemed the only known source, per the Procurement Ordinance, article 3-114, to provide the fast fare fareboxes

Funds are budgeted in the FY24 Budget: Transportation Fund –Transportation –FTA - Metra FTA - Capital Expenditures over \$5,000; 0751 – 610 – 2400 – MFTA – 7761 (FTA 80% and City 20%).

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE UPGRADE/PURCHASE OF TWENTY-SIX (26) FAST FARE FAREBOXES FROM GENFARE - A DIVISION OF SPX CORPORATION (ELK GROVE VILLAGE, IL) IN THE TOTAL AMOUNT OF \$591,358.00.

WHEREAS, Genfare has discontinued the Odyssey fareboxes used for METRA's farebox system in order to phase in the latest technology, Fast Fare Farebox. Genfare will no longer accept orders for Odyssey fareboxes. Consequently, the Department must upgrade existing fareboxes. The Fast Fare farebox is equally reliable while accepting a wider range of fare payments from contactless credit and debit cards, and mobile wallets such as Apple Pay, Google Pay; and,

WHEREAS, in 2009, Per Resolution #286-09, Genfare was awarded the contract to provide an electronic validating farebox system. Consequently, the vendor is deemed the only known source, per the Procurement Ordinance, article 3-114, to provide the fast fare fareboxes.

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

That the City Manager is hereby authorized to upgrade/purchase of twenty-six (26) fast fare fareboxes from Genfare - A Division of SPX Corporation (Elk Grove Village, IL) in the total amount of \$591,358.00. Funds are budgeted in the FY24 Budget: Transportation Fund –Transportation –FTA - Metra FTA - Capital Expenditures over \$5,000; 0751 – 610 – 2400 – MFTA – 7761 (FTA 80% and City 20%).

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

H. Farebox Vault Upgrade for METRA

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #H.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Farebox Vault Upgrade for METRA
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of the upgrade to the farebox vault for METRA from Genfare - A Division of SPX Corporation (Elk Grove Village, IL) in the total amount of \$54,800.86.

The fast fare fare-boxes are not compatible with the existing vault, consequently METRA needs to upgrade the revenue portion of the vault to accommodate the upgraded fareboxes.

In 2009, per Resolution #286-09, Genfare was awarded the contract to provide an electronic validating farebox system. Consequently, the vendor is deemed the only known source, per the Procurement Ordinance, article 3-114, to provide the farebox vault upgrade.

Funds are budgeted in the FY24 Budget: Transportation Fund –Transportation –FTA - Metra FTA - Capital Expenditures over \$5,000; 0751 – 610 – 2400 – MFTA – 7761 (FTA 80% and City 20%).

A RESOLUTION

NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF THE UPGRADE TO THE
FAREBOX VAULT FOR METRA FROM GENFARE - A DIVISION OF SPX CORPORATION
(ELK GROVE VILLAGE, IL) IN THE TOTAL AMOUNT OF \$54,800.86.**

WHEREAS, the fast fare fare-boxes are not compatible with the existing vault, consequently METRA needs to upgrade the revenue portion of the vault to accommodate the upgraded fareboxes; and,

WHEREAS, in 2009, per Resolution #286-09, Genfare was awarded the contract to provide an electronic validating farebox system. Consequently, the vendor is deemed the only known source, per the Procurement Ordinance, article 3-114, to provide the farebox vault upgrade.

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

That the City Manager is hereby authorized to purchase the upgrade to the farebox vault for METRA from Genfare - A Division of SPX Corporation (Elk Grove Village, IL) in the total amount of \$54,800.86. Funds are budgeted in the FY24 Budget: Transportation Fund –Transportation –FTA - Metra FTA - Capital Expenditures over \$5,000; 0751 – 610 – 2400 – MFTA – 7761 (FTA 80% and City 20%).

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

I. Electric Vehicle Charging Stations for METRA

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #/.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Electric Vehicle Charging Stations for METRA
INITIATED BY:	Finance Department

It is requested that Council approve the purchase and installation of electric vehicle charging stations, during FY24 and FY25, from Georgia Power in the total amount of \$934,899.58. The charging stations will be placed at Park and Ride locations throughout the City.

METRA is leading the initiative for the City of Columbus for the installation of electric vehicle (EV) charging stations at park and ride locations throughout the community in response to the growing demand of charging locations for electric vehicles. METRA has budgeted 2022 TSPLOST funds in the amount \$934,899.58 to complete this project in FY25. METRA has engaged Georgia Power Company, who has leveraged internal subject matter experts, to identify a charging station solution for the City of Columbus, GA.

Georgia Power oversees Georgia's Make Ready program for Electric Vehicle charging infrastructure in which the state covers some, but not all, costs associated with Electric Vehicle chargers depending on the nature of the project and funding availability. METRA applied to this program and is working with Georgia Power on building the City's EV infrastructure at identified park and ride locations. Georgia Power has subcontracted with ChargePoint, Inc. to provide the EV chargers, installation, and subject matter expertise.

The following park and ride locations have been identified as receiving charging stations:

FY24 Locations:

- 11th Street and Broadway – 1 unit. Replaces an existing obsolete charging station.
- Columbus Civic Center – 2 units.
- Manchester Expressway Park and Ride – 1 unit.

FY25 Locations:

- Columbus City Hall – 1 unit.
- City Service Center Parking Garage – 1 unit.
- RiverCenter Parking Garage – 1 unit.
- Front Avenue Parking Garage – 1 unit.
- Bay Avenue Parking Garage – 1 unit.
- Cooper Creek Park – 2 units.
- Shirley Winston Park – 1 unit.

Funds are budgeted in the FY24 Budget: Transportation Fund – Transportation – T-SPLOST Capital – Capital Expenditures Over \$5,000; 0751 – 610 – 2500 – MTSP - 7761. Funding for the FY25 Expenditures will be budgeted appropriately.

Item #/.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS, DURING FY24 AND FY25, FROM GEORGIA POWER IN THE TOTAL AMOUNT OF \$934,899.58. THE CHARGING STATIONS WILL BE PLACED AT PARK AND RIDE LOCATIONS THROUGHOUT THE CITY.

WHEREAS, METRA is leading the initiative for the City of Columbus for the installation of electric vehicle (EV) charging stations at park and ride locations throughout the community in response to the growing demand of charging locations for electric vehicles. METRA has budgeted 2022 TSPLOST funds in the amount \$934,899.58 to complete this project in FY25. METRA has engaged Georgia Power Company, who has leveraged internal subject matter experts, to identify a charging station solution for the City of Columbus, GA.; and,

WHEREAS, Georgia Power oversees Georgia's Make Ready program for Electric Vehicle charging infrastructure in which the state covers some, but not all, costs associated with Electric Vehicle chargers depending on the nature of the project and funding availability. METRA applied to this program and is working with Georgia Power on building the City's EV infrastructure at identified park and ride locations. Georgia Power has subcontracted with ChargePoint, Inc. to provide the EV chargers, installation, and subject matter expertise; and,

WHEREAS, the following park and ride locations have been identified as receiving charging stations:

FY24 Locations:

- 11th Street and Broadway – 1 unit. Replaces an existing obsolete charging station.
- Columbus Civic Center – 2 units.
- Manchester Expressway Park and Ride – 1 unit.

FY25 Locations:

- Columbus City Hall – 1 unit.
- City Service Center Parking Garage – 1 unit.
- RiverCenter Parking Garage – 1 unit.
- Front Avenue Parking Garage – 1 unit.
- Bay Avenue Parking Garage – 1 unit.
- Cooper Creek Park – 2 units.
- Shirley Winston Park – 1 unit.

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

That the City Manager is hereby authorized to purchase and have installed electric vehicle charging stations from Georgia Power in the total amount of \$934,899.58. The charging stations will be placed at Park and Ride locations throughout the City. Funds are budgeted in the FY24 Budget: Transportation Fund – Transportation – T-SPLOST Capital – Capital Expenditures Over \$5,000; 0751 – 610 – 2500 – MTSP - 7761. Funding for the FY25 Expenditures will be budgeted appropriately.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ of _____, 2024 and adopted at said meeting by the affirmative vote of _____members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

J. Arena Polar Deck for the Civic Center – Sourcewell Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #J.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Arena Polar Deck for the Civic Center – Sourcewell Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of arena polar deck for the Civic Center from Athletica Sport Systems. Inc. (Shakopee, MN) in the amount of \$173,812.50. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #120320-ATH. This purchase will be funded from the Friends of Columbus Account for the Civic Center.

The polar deck floor is used to cover the ice floor when needed. The new polar deck floor is needed because the current deck was purchased in 1996 and the pieces are warped and unstable while on the ice, which creates a safety hazard.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #120320-ATH, initiated by Sourcewell, whereby Athletica Sport Systems, Inc. was one of the successful vendors contracted to provide Ice Rink and Arena Equipment with Related Supplies and Services. The contract, which commenced January 6, 2021, is good through January 8, 2025. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

The purchase will be funded from the Friends of Columbus account for the Civic Center and charged in the FY24 Budget as follows: Civic Center Fund – Civic Center Operations – Capital Expenditures Over \$5,000; 0757-160-1000-CIVIC-7761.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF AN ARENA POLAR DECK FOR THE CIVIC CENTER FROM ATHLETICA SPORT SYSTEMS, INC. (SHAKOPEE, MN) IN THE AMOUNT OF \$173,812.50. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #120320-ATH.

WHEREAS, the polar deck floor is used to cover the ice floor when needed. The new polar deck floor is needed because the current deck was purchased in 1996 and the pieces are warped and unstable while on the ice, which creates a safety hazard; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #120320-ATH, initiated by Sourcewell, whereby Athletica Sport Systems, Inc. was one of the successful vendors contracted to provide Ice Rink and Arena Equipment with Related Supplies and Services. The contract, which commenced January 6, 2021, is good through January 8, 2025. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing. This purchase will be funded from the Friends of Columbus Account for the Civic Center.

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

That the City Manager is hereby authorized to purchase an arena polar deck for the Civic Center from Athletica Sport Systems, Inc. (Shakopee, MN) in the amount of \$173,812.50. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #120320-ATH. The purchase will be funded from the Friends of Columbus account for the Civic Center and charged in the FY24 Budget as follows: Civic Center Fund – Civic Center Operations – Capital Expenditures Over \$5,000; 0757-160-1000-CIVIC-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of ____ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.

Councilor Huff voting _____.

Councilor Thomas voting _____.

Councilor Tucker voting _____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

K. Telescopic Seating System for the Civic Center Arena Bowl – Sourcewell Cooperative Contract Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #K.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Telescopic Seating System for the Civic Center Arena Bowl – Sourcewell Cooperative Contract Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of telescopic seating system for the Civic Center arena bowl from Hussey Seating (North Berwick, ME) in the amount of \$496,200.00. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #091719-HSC. This purchase will be funded from the Friends of Columbus Account for the Civic Center.

The new seating is required because the current telescopic seating system is the original seating installed in 1996. There are several safety issues with the current equipment, and the optimal solution is replacement.

The vendor will provide the following:

Quantity	Product
2	3-Row Sideline Maxam Plus Telescopic with drive motors
1	Demolition and Disposal of Existing Telescopic system
288	Padded and upholstered Fold Forward Metro Seats on Telescopic
1	Installation of new telescopic and associated seats
12	Front Steps through dasher and side steps (includes install and code compliant rail)
1	Field measurement

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041521, initiated by Sourcewell, whereby Hussey Seating was one of the successful vendors contracted to provide Event Seating and Staging Solutions with Related Accessories and Services. The contract, which commenced November 22, 2019, is good through December 3, 2024. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

The purchase will be funded from the Friends of Columbus account for the Civic Center and charged in FY24 Budget as follows: Civic Center Fund – Civic Center Operations – Capital Expenditures Over \$5,000; 0757-160-1000-CIVIC-7761.

A RESOLUTION

Item #K.

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TELESCOPIC SEATING SYSTEM FOR THE CIVIC CENTER ARENA BOWL FROM HUSSEY SEATING (NORTH BERWICK, ME) IN THE AMOUNT OF \$496,200.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #091719-HSC.

WHEREAS, the new seating is required because the current telescopic seating system is the original seating installed in 1996. There are several safety issues with the current equipment, and the optimal solution is replacement; and,

WHEREAS, the vendor will provide the following:

Quantity	Product
2	3-Row Sideline Maxam Plus Telescopic with drive motors
1	Demolition and Disposal of Existing Telescopic system
288	Padded and upholstered Fold Forward Metro Seats on Telescopic
1	Installation of new telescopic and associated seats
12	Front Steps through dasher and side steps (includes install and code compliant rail)
1	Field measurement

; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041521, initiated by Sourcewell, whereby Hussey Seating was one of the successful vendors contracted to provide Event Seating and Staging Solutions with Related Accessories and Services. The contract, which commenced November 22, 2019, is good through December 3, 2024. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing. This purchase will be funded from the Friends of Columbus Account for the Civic Center.

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

That the City Manager is hereby authorized to purchase telescopic seating system for the Civic Center arena bowl from Hussey Seating (North Berwick, ME) in the amount of \$496,200.00. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #091719-HSC. The purchase will be funded from the Friends of Columbus account for the Civic Center and charged in the FY24 Budget as follows: Civic Center Fund – Civic Center Operations – Capital Expenditures Over \$5,000; 0757-160-1000-CIVIC-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

L. Quote Adjustment for the Police Department's Video Surveillance Project

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #L.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Quote Adjustment for the Police Department's Video Surveillance Project
INITIATED BY:	Finance Department

It is requested that Council approve the quote adjustment for the Police Department's video surveillance project from The Flock Group, Inc D/B/A Flock Safety (Atlanta, GA), in the amount of \$886,400.00.

Per Resolution #011-24, Council approved the purchase of LPR cameras for the Police Department's video surveillance project at a cost of \$837,150.00. However, due to unforeseen circumstances the cost has increased to \$886,400.00, which represents an increase of \$49,250.00 for the project. The unforeseen circumstances involve coordination between Flock and Georgia Power regarding the installation of the cameras on either GA Power light poles or distribution poles. Flock arrived at an agreement with GA Power to attach to light poles.

Funding is available via the Governor's ARP Violence Reduction Grant as follows: American Rescue Plan- Fiscal Recovery Funds – State ARP - State Public Health & Safety PS – Professional Services – Columbus Police Department Public Safety & Community Violence Reduction Grant; 0218-692-2100-ARPS-6311-40255-20240.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE QUOTE ADJUSTMENT FOR THE POLICE DEPARTMENT'S VIDEO SURVEILLANCE PROJECT FROM THE FLOCK GROUP, INC D/B/A FLOCK SAFETY (ATLANTA, GA), IN THE AMOUNT OF \$886,400.00.

WHEREAS, per Resolution #011-24, Council approved the purchase of LPR cameras for the Police Department's video surveillance project at a cost of \$837,150.00. However, due to unforeseen circumstances the cost has increased to \$886,400.00, which represents an increase of \$49,250.00 for the project; and,

WHEREAS, the unforeseen circumstances involve coordination between Flock and Georgia Power regarding the installation of the cameras on either GA Power light poles or distribution poles. Flock arrived at an agreement with GA Power to attach to light poles.

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

That the City Manager is hereby authorized to accept the quote adjustment for the Police Department's video surveillance project from The Flock Group, Inc D/B/A Flock Safety (Atlanta, GA), in the amount of \$886,400.00. Funding is available via the Governor's ARP Violence Reduction Grant as follows: American Rescue Plan-Fiscal Recovery Funds – State ARP - State Public Health & Safety PS – Professional Services – Columbus Police Department Public Safety & Community Violence Reduction Grant; 0218-692-2100-ARPS-6311-40255-20240.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

M. Installation of Wooden Poles and Power Supply for the Police Department's License Plate Reader Camera Project

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #M.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Installation of Wooden Poles and Power Supply for the Police Department's License Plate Reader Camera Project
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of installation services for nine (9) wooden poles and power supply from Georgia Power in the amount of \$30,609.00. Georgia Power will install nine (9) poles and also provide power for the Police Department's License Plate Reader Camera project for video surveillance. Georgia Power will retain ownership of the poles.

Funding is available via the Governor's ARP Violence Reduction Grant as follows: American Rescue Plan- Fiscal Recovery Funds – State ARP - State Public Health & Safety PS – Professional Services – Columbus Police Department Public Safety & Community Violence Reduction Grant; 0218-692-2100-ARPS-6311-40255-20240.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF INSTALLATION SERVICES FOR NINE (9) WOODEN POLES AND POWER SUPPLY FROM GEORGIA POWER IN THE AMOUNT OF \$30,609.00.

WHEREAS, Georgia Power will install nine (9) poles and, also provide power for the Police Department's License Plate Reader Camera project for video surveillance. Georgia Power will retain ownership of the poles.

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

That the City Manager is hereby authorized to purchase installation services for nine (9) wooden poles and power supply from Georgia Power in the amount of \$30,609.00. Funding is available via the Governor's ARP Violence Reduction Grant as follows: American Rescue Plan-Fiscal Recovery Funds – State ARP - State Public Health & Safety PS – Professional Services – Columbus Police Department Public Safety & Community Violence Reduction Grant; 0218-692-2100-ARPS-6311-40255-20240.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

N. Provision and Installation of Stadium Lighting at AJ McClung Stadium for Parks and Recreation – Sourcewell Cooperative Contract Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #N.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Provision and Installation of Stadium Lighting at AJ McClung Stadium for Parks and Recreation – Sourcewell Cooperative Contract Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the provision and installation of stadium lighting at AJ McClung Stadium from Musco Sports Lighting, LLC (Oskaloosa, IA) in the amount of \$798,124.00. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #041123-MSL.

The vendor will replace lighting at AJ McClung Stadium to be used during high school games and other nighttime games and events held at the stadium. Replacement lighting is needed due to old rusted light poles that have already collapsed or threatening to collapse.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041123, initiated by Sourcewell, whereby Musco Sports Lighting, LLC was one of the successful vendors contracted to provide Sports Lighting Solutions with Related Technology, Equipment, and Services. The contract, which commenced June 23, 2023, is good through June 16, 2027. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funding is available via the Governor's ARP Improving Neighborhood Outcomes Grant as follows: American Rescue Plan-Fiscal Recovery Funds State ARP – State Public Health & Safety H&W – Professional Services – AJ McClung Stadium Lighting Neighborhood Outcomes Grant; 0218-692-2000-ARPH-6311-40260-20240.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PROVISION AND INSTALLATION OF STADIUM LIGHTING AT AJ MCCLUNG STADIUM FROM MUSCO SPORTS LIGHTING, LLC (OSKALOOSA, IA) IN THE AMOUNT OF \$798,124.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #041123-MSL.

WHEREAS, the vendor will replace lighting at AJ McClung Stadium to be used during high school games and other nighttime games and events held at the stadium. Replacement lighting is needed due to old rusted light poles that have already collapsed or threatening to collapse; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041123, initiated by Sourcewell, whereby Musco Sports Lighting, LLC was one of the successful vendors contracted to provide Sports Lighting Solutions with Related Technology, Equipment, and Services. The contract, which commenced June 23, 2023, is good through June 16, 2027. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase the provision and installation of stadium lighting at AJ McClung Stadium from Musco Sports Lighting, LLC (Oskaloosa, IA) in the amount of \$798,124.00. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #041123-MSL. Funding is available via the Governor's ARP Improving Neighborhood Outcomes Grant as follows: American Rescue Plan-Fiscal Recovery Funds State ARP – State Public Health & Safety H&W – Professional Services – AJ McClung Stadium Lighting Neighborhood Outcomes Grant; 0218-692-2000-ARPH-6311-40260-20240

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2024 and adopted at said meeting by the affirmative vote of ____ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.

Councilor Garrett voting _____.

Councilor Huff voting _____.

Councilor Thomas voting _____.

Councilor Tucker voting _____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

O. Three (3) Tahoes for Sheriff's Office

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #0.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Three (3) Tahoes for Sheriff's Office
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of three (3) Chevrolet Tahoes from Brannen Emergency Vehicles (Unadilla, GA), in the amount of \$167,700.00, for the Sheriff's Office.

Due to exigent circumstances surrounding supply chain issues and the unavailability of vehicles, the Sheriff's Office has been searching for vehicles. After an exhaustive search, available vehicles were located at Brannen Emergency Vehicles, who is currently holding the vehicles for the Sheriff's Office.

The vehicles are required to carry out the functions of the Sheriff's Office.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Public Safety – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3111 – STPS – 7722 – 54153 – 20240.

A RESOLUTION

Item #0.

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) CHEVROLET TAHOES FROM BRANNEN EMERGENCY VEHICLES (UNADILLA, GA), IN THE AMOUNT OF \$167,700.00, FOR THE SHERIFF’S OFFICE.

WHEREAS, due to exigent circumstances surrounding supply chain issues and the unavailability of vehicles, the Sheriff’s Office has been searching for vehicles. After an exhaustive search, available vehicles were located at Brannen Emergency Vehicles, who is currently holding the vehicles for the Sheriff’s Office; and,

WHEREAS, the vehicles are required to carry out the functions of the Sheriff’s Office.

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

That the City Manager is hereby authorized to purchase three (3) Chevrolet Tahoes from Brannen Emergency Vehicles (Unadilla, GA), in the amount of \$167,700.00, for the Sheriff’s Office. Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Public Safety – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3111 – STPS – 7722 – 54153 – 20240.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____day of_____, 2024 and adopted at said meeting by the affirmative vote of _____members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

P. Print Shop Equipment – Omnia Partners Cooperative Contract Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Print Shop Equipment – Omnia Partners Cooperative Contract Purchase
INITIATED BY:	Finance Department

It is requested that Council authorize the purchase of a RISO ComColor GL7430 printer in the amount of \$77,000.00 and an imagePRESS V1000 copier in the amount of \$622,436.20 from Canon Solutions America, Inc. (Montgomery, AL). The total purchase amount is \$699,436.20. The annual license and maintenance costs for years 2 – 5 will be in the amount of \$2,063.00 and Year 6 and subsequent years will be in the amount of \$30,937.00. The excess per image charge will be \$0.00370 each for the RISO ComColor GL7430 printer. The excess per image charges for the imagePRESS V1000 copier will be \$0.0090 for black/white and \$0.03950 for color. The purchase will be accomplished by Cooperative Purchase via Omnia Partners contract #FI-R0251-18.

The color printer and color copier are new equipment for the Print shop, which will be relocated to the City Hall building. The new equipment will transform the print shop into the new digital age. Investing in new print shop equipment for the digital age offers numerous advantages: it can help boost efficiency, expand capabilities, and save costs by eliminating setup expenses and reducing waste. Using new equipment ensures high-quality prints, meets market trends favoring digital printing, and streamlines workflow with integrated software solutions.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #18-020-LG (Contract #FI-R0251-18) initiated by Omnia Partners (formerly known as National IPA), whereby Canon Solutions America, Inc., was the successful vendor contracted to provide Multi-Functional Device Equipment, Supplies, Software and Service Solutions. The contract, which commenced October 1, 2018, is good through March 31, 2024. The contract available under Omnia Partners has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. **OMNIA Partners, Public Sector** is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals. The RFP process utilized by Omnia Partners meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: General Fund – Chief Administrator – Print Shop – Capital Expenditures over \$5,000; 0101 – 130 – 2550 -PRNT - 7761. Funding for the annual

license and maintenance costs and excess per image fees will be budgeted in the appropriate subsequent fiscal years.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A RISO COMCOLOR GL7430 PRINTER IN THE AMOUNT OF \$77,000.00 AND AN IMAGEPRESS V1000 COPIER IN THE AMOUNT OF \$622,436.20 FROM CANON SOLUTIONS AMERICA, INC. (MONTGOMERY, AL). THE TOTAL AMOUNT IS \$699,436.20 FOR YEAR 1, PAYABLE IN TWELVE MONTHLY INSTALLMENTS OF \$58,286.35. THE COST FOR YEARS 2-5 WILL BE IN THE ANNUAL AMOUNT OF \$2,063.00. YEAR 6 AND SUBSEQUENT YEARS WILL BE IN THE ANNUAL AMOUNT OF \$30,937.00. THE EXCESS PER IMAGE CHARGE WILL BE \$0.00370 EACH FOR THE RISO COMCOLOR GL7430 PRINTER. THE EXCESS PER IMAGE CHARGES FOR THE IMAGEPRESS V1000 COPIER WILL BE \$0.0090 FOR BLACK/WHITE AND \$0.03950 FOR COLOR. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA OMNIA PARTNERS CONTRACT #FI-R0251-18.

WHEREAS, the color printer and color copier are new equipment for the Print shop, which will be relocated to the City Hall building. The new equipment will transform the print shop into the new digital age. Investing in new print shop equipment for the digital age offers numerous advantages: it can help boost efficiency, expand capabilities, and save costs by eliminating setup expenses and reducing waste. Using new equipment ensures high-quality prints, meets market trends favoring digital printing, and streamlines workflow with integrated software solutions; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #18-020-LG (Contract #FI-R0251-18) initiated by Omnia Partners (formerly known as National IPA), whereby Canon Solutions America, Inc., was the successful vendor contracted to provide Multi-Functional Device Equipment, Supplies, Software and Service Solutions. The contract, which commenced October 1, 2018, is good through March 31, 2024. The contract available under Omnia Partners has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. **OMNIA Partners, Public Sector** is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals. The RFP process utilized by Omnia Partners meets the requirements of the City's Procurement Ordinance; additionally, The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase a RISO ComColor GL7430 printer in the amount of \$77,000.00 and an imagePRESS V1000 copier in the amount of

\$622,436.20 from Canon Solutions America, Inc. (Montgomery, AL). The total purchase amount is \$699,436.20. The annual license and maintenance costs for years 2 – 5 will be in the amount of \$2,063.00 and Year 6 and subsequent years will be in the amount of \$30,937.00. The excess per image charge will be \$0.00370 each for the RISO ComColor GL7430 printer. The excess per image charges for the imagePRESS V1000 copier will be \$0.0090 for black/white and \$0.03950 for color. The purchase will be accomplished by Cooperative Purchase via Omnia Partners contract #FI-R0251-18. Funds are budgeted in the FY24 Budget: General Fund – Chief Administrator – Print Shop – Capital Expenditures over \$5,000; 0101 – 130 – 2550 -PRNT - 7761. Funding for the annual license and maintenance costs and excess per image fees will be budgeted in the appropriate subsequent fiscal years.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2024 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

1. Three (3) Pursuit Vehicles for Muscogee County Sheriff's Office

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Three (3) Pursuit Vehicles for Muscogee County Sheriff's Office
INITIATED BY:	Finance Department

Emergency Purchase – Information Only

THREE (3) PURSUIT VEHICLES FOR MUSCOGEE COUNTY SHERIFF'S OFFICE:

On March 6, 2024, the Muscogee County Sheriff's office notified the Finance Department and City Manager of the need to purchase three (3) pursuit vehicles required to carry out the functions of the Sheriff's Office. The Sheriff cited the vehicles were desperately needed because there are deputies traveling daily across the state transporting juveniles and adults and few suitable vehicles are available. The Sheriff's Office found available vehicles after several months of searching.

Three (3) 2023 Dodge Truck Durango pursuit vehicles were purchased from Carville Chrysler Dodge Jeep RAM (Greenville, TN) at a unit price of \$46,500.00 and a total price of \$139,500.00. The Sheriff's Office located these vehicles that are available on the vendor's lot. The City Manager approved the emergency request on March 6, 2024.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Public Safety – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3111 – STPS – 7722 – 54153 – 20240.

File Attachments for Item:

2. Two (2) Vehicles for Muscogee County Sheriff's Office

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Two (2) Vehicles for Muscogee County Sheriff's Office
INITIATED BY:	Finance Department

Emergency Purchase – Information Only

TWO (2) VEHICLES FOR MUSCOGEE COUNTY SHERIFF'S OFFICE:

On March 6, 2024, the Muscogee County Sheriff's office notified the Finance Department and City Manager of the need to purchase two (2) vehicles required to carry out the functions of the Sheriff's Office. The Sheriff cited the vehicles were desperately needed because there are deputies traveling daily across the state transporting juveniles and adults and few suitable vehicles are available. The Sheriff's Office found available vehicles after several months of searching.

Two vehicles were purchased from Headquarter Nissan of Columbus (Columbus, GA), one (1) 2023 Dodge Challenger at a unit price of \$49,500.00, and one (1) 2022 Dodge Charger at a unit price of \$43,732.00 for a total price of \$93, 232.00. The Sheriff's Office located these vehicles that are available on the vendor's lot.

The City Manager approved the emergency request on March 6, 2024.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Public Safety – Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 – 696 – 3111 – STPS – 7722 – 54153 – 20240.

File Attachments for Item:

DATE: March 26, 2024

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

March 29, 2024

Pre-Qualification for Storm Drain Rehabilitation through Internal Pipe Line Priority 1 Pipes Contract 6 – RFQ No. 24-0002

Scope of RFQ

Columbus Consolidated Government (CCG) requests vendors to apply for pre-qualification to provide storm sewer rehabilitation through internal pipe lining. The ***initial project*** will include the installation of cured in-place pipe (CIPP) for approximately 5,100 feet of varying material type storm sewer pipe, ranging in size from 10-inch VCP to 60-inch CMP in diameter. Additionally, the project includes the installation of centrifugally cast cementitious or geopolymer lining (CC) for approximately 2,500 linear feet of storm sewer pipe varying in sizes and material type from 36-inch brick to 46- inch by 72-inch CMP, located throughout Columbus.

Contractors deemed prequalified by CCG will be requested to submit bids for the initial project as well as future projects for installation of CIPP or CC for rehabilitation of other portions of the storm sewer system. The length, diameter, and scope of CIPP or CC rehabilitation per Contract will be at the discretion of CCG. Minimally, CCG desires to qualify three (3) contractors.

April 3, 2024

Confiscated Firearms for Credit or Swap – RFB No. 24-0030

Scope of RFB

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

April 5, 2024

Lease of Ice Rink Pro Shop (Annual Contract) – RFP No. 24-0024

Scope of RFP

The Columbus Consolidated Government (the City) seeks a qualified firm or individual to lease and operate the Ice Rink Pro Shop.

The lease term will be for one (1) year, with the option to renew for two (2) additional twelve-month periods.

Consultant for Grant Application and Construction Project Management Services – RFP No. 24-0026

Scope of RFP

Columbus Consolidated Government (the “City”) is soliciting information about the feasibility of acquiring the services of a consultant (the “Vendor”) to develop an application for the Federal Transit Administration’s (FTA) 5339(b) Discretionary – Buses and Bus Facilities Competitive Program (or other available DOT/FTA competitive infrastructure grants for transit projects such as RAISE) on behalf of METRA Transit System (METRA).

The Vendor shall advise METRA on the best grant program to pursue given the nature of the project. METRA seeks to apply for federal funding in the amount of \$10,000,000 for transit campus construction, renovations, and expansion. In the event that this competitive grant is awarded to METRA, the Vendor will then serve in the role of construction management consultant for the proposed project. The intention is for a single consultant, if feasible, to guide METRA through the entire construction process.

If awarded, the consultant will work in conjunction with METRA, the Engineering Department, the Inspections and Code Department, and an architect firm (developing the site schematics) in developing specifications for the subsequent construction bid. The vendor will also ensure that the development process complies with federal regulations.

Please be advised that this is phase II of the initial RFI process (Phase I). METRA has decided to proceed with a solicitation based on the responses to the Request for Information (RFI). Phase II is the formal Request for Proposal (RFP) process to be administered in accordance with the procurement ordinance of the City and procurement procedures compliant with FTA C. 4220.1F and other applicable federal regulations.

May 8, 2024

PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II (Re-Bid) – RFB No. 24-0029

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

DATE: March 26, 2024

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFOs

March 29, 2024

1. Pre-Qualification for Storm Drain Rehabilitation through Internal Pipe Line Priority 1 Pipes Contract 6 – RFO No. 24-0002

Scope of RFO

Columbus Consolidated Government (CCG) requests vendors to apply for pre-qualification to provide storm sewer rehabilitation through internal pipe lining. The *initial project* will include the installation of cured in-place pipe (CIPP) for approximately 5,100 feet of varying material type storm sewer pipe, ranging in size from 10-inch VCP to 60-inch CMP in diameter. Additionally, the project includes the installation of centrifugally cast cementitious or geopolymer lining (CC) for approximately 2,500 linear feet of storm sewer pipe varying in sizes and material type from 36-inch brick to 46- inch by 72-inch CMP, located throughout Columbus.

Contractors deemed prequalified by CCG will be requested to submit bids for the initial project as well as future projects for installation of CIPP or CC for rehabilitation of other portions of the storm sewer system. The length, diameter, and scope of CIPP or CC rehabilitation per Contract will be at the discretion of CCG. Minimally, CCG desires to qualify three (3) contractors.

April 3, 2024

1. Confiscated Firearms for Credit or Swap – RFB No. 24-0030

Scope of RFB

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

April 5, 2024

1. Lease of Ice Rink Pro Shop (Annual Contract) – RFP No. 24-0024

Scope of RFP

The Columbus Consolidated Government (the City) seeks a qualified firm or individual to lease and operate the Ice Rink Pro Shop.

The lease term will be for one (1) year, with the option to renew for two (2) additional twelve-month periods.

2. Consultant for Grant Application and Construction Project Management Services – RFP No. 24-0026

Scope of RFP

Columbus Consolidated Government (the “City”) is soliciting information about the

feasibility of acquiring the services of a consultant (the “Vendor”) to develop an application for the Federal Transit Administration’s (FTA) 5339(b) Discretionary – Buses and Bus Facilities Competitive Program (or other available DOT/FTA competitive infrastructure grants for transit projects such as RAISE) on behalf of METRA Transit System (METRA).

The Vendor shall advise METRA on the best grant program to pursue given the nature of the project. METRA seeks to apply for federal funding in the amount of \$10,000,000 for transit campus construction, renovations, and expansion. In the event that this competitive grant is awarded to METRA, the Vendor will then serve in the role of construction management consultant for the proposed project. The intention is for a single consultant, if feasible, to guide METRA through the entire construction process.

If awarded, the consultant will work in conjunction with METRA, the Engineering Department, the Inspections and Code Department, and an architect firm (developing the site schematics) in developing specifications for the subsequent construction bid. The vendor will also ensure that the development process complies with federal regulations.

Please be advised that this is phase II of the initial RFI process (Phase I). METRA has decided to proceed with a solicitation based on the responses to the Request for Information (RFI). Phase II is the formal Request for Proposal (RFP) process to be administered in accordance with the procurement ordinance of the City and procurement procedures compliant with FTA C. 4220.1F and other applicable federal regulations.

May 8, 2024

1. PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II (Re-Bid) – RFB No. 24-0029

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

File Attachments for Item:

Referrals 3.12.24

Columbus Consolidated Government Council Referrals

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses	Item #
1	In Progress	3/15/2024	Tyson Begly	Crime Dash Board Councilor Begly is requesting a Crime Dashboard be created with the metrics from the report so that they can have the information readily available.	Police		
2	In Progress	3/15/2024	Charmaine Crabb	Fund Balance Requests that the fund balance be broken down into days since the data on the slide prior was in days.	Finance		
3	In Progress	3/15/2024	Tyson Begly	Expenses Chart Requests a slide that explains expenses the same way that the FY23 General Fund Budget vs Actuals (Revenue) slide does. He would like to see them side by side.	Finance		
4	In Progress	3/15/2024	Joanne Cogle	Revenue Division Update Request that the Revenue Division Update be emailed to Council Members	Finance		
5	In Progress	3/15/2024	Joanne Cogle	Future Plans for Revenue Requests a report of the future plans for the Revenue Division. The report should include 30 days, 90 days, and 120 days moving forward.	Finance		
6	Completed	3/15/2024	Toyia Tucker	Evaluations Councilor Tucker would like to be provided with a copy of employees' evaluations.	Human Resources	Human Resources: This was completed via an email with attachments to Councilor Tucker and the City	

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						Council on March 12, 2024.
7	Completed	3/21/2024	Judith Thomas	Blue Lights Councilor Thomas has noticed that the lights in that apartment complex going north are blue. She said they look like police/Sheriff lights. She is requesting someone to look into the use of the blue lights.	Deputy City Manager of Infrastructure and Financial Planning Engineering Inspections & Code/ Building	Engineering: We were unable to locate the blue lights mentioned. The only restriction on the use of blue lights relates to motor vehicles. Many times they are used as it relates to cameras or other types of security.
8	In Progress	3/21/2024	Charmaine Crabb	Legacy Terrace Requesting an update on the results after the work was done on Legacy Terrace	Deputy City Manager of Infrastructure and Financial Planning Community Reinvestment	
9	Completed	3/20/2024	Joanne Cogle	Metra Roll with Us She requests that we do some rebranding with the METRA Roll with	Deputy City Manager of	METRA Transit: METRA will be

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
				<p>Us. People don't know what it is, and maybe we should add something like a Free Shuttle to the vehicle. She also suggests putting QR codes up instead of pamphlets. No one is picking those up. She also mentions that the website does not consistently work. She also suggests Sidewalk QR Codes. She thinks it could be popular, but we aren't aligning with those who want to use it.</p>	<p>Operations METRA Transit</p>	<p>adding the QR code and "Free Shuttle Rides, Scan Here" to each golf cart. We are also developing banners and Pop-Up banners with the information and QR code to place Uptown. The CVB and Businesses have requested additional brochures. METRA ordered and distributed additional brochures and QR code stickers to businesses uptown. METRA has made</p>

Item #

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						changes to the website and will continue to make the service more convenient to use. The golf cart shuttle ridership is increasing as people are starting to get out and become more informed about the new service. We appreciate the feedback from the community.
10	Completed	3/22/2024	Glenn Davis	Future UDO Changes Councilor Davis would like to plan to look at how we move forward in the future with multi-family in our UDO. Density per acre is an issue. Apartment owners would like us to reduce our number from 20 units an acre down further because people are maxing out on the units. He would like to engage our local developers to change the UDO to address this.	Deputy City Manager of Infrastructure and Financial Planning	Planning: The Planning Department is more than willing to meet with local developers regarding this issue. We will

Item #

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						need a list of local multi-family developers that are concerned about the density.
11	Completed	3/11/2024	Bruce Huff	Grounds Maintenance The whole stretch of the trail from the roundabout to the entrance of Fort Moore Drive needs to be maintained.	Public Works	Public Works: Please be advised that this area has been put on a rotation to be serviced (cut, litter removal, and herbicide administered) each month by the City's Urban Forestry and Beautification Division. The last service date for this area was 2/27/2024. Also, we have been in contact with the

Item #

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						<p>contracted vendor to service the outlying areas as well. That work began last week. Given the amount of rain, followed by days of sunshine, grass growth has been more abundant than in recent history. However, we will return to this area the last week in March.</p>
12	Completed	3/25/2024	Toyia Tucker	<p>Street Paving</p> <p>Citizens have concerns regarding the paving that was done on Sweetwater Drive. The road is sloppy and has dips. There is also a hole when you enter Carmel Drive. She would like to know what we can do.</p>	Deputy City Manager of Infrastructure and Financial Planning Engineering	<p>Engineering:</p> <p>There was only a small section of Sweetwater Dr that was resurfaced.</p> <p>There may be other location that have been</p>

Item #

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						patched by Public Works or utilities. There was a section near Carmel Drive that was to be repaired by Public Works.
13	Completed	3/11/2024	Charmaine Crabb	Little League fields Restrooms Requests that we install hand dryers since we have removed the paper towels from the restrooms. She is also requesting sliders for the tissue to lock them.	Parks & Recreation	Parks & Recreation: We are getting quotes now for the hand dryers and iif we have electricity that can be run to operate them. We can also look at sliders and locks for restrooms although many facilities already have these. Could you please tell us which

Item #

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						restrooms we specifically need to take a look at? Thanks
14	In Progress	2/21/2024	Glenn Davis	Budget for the Stadium Councilor Davis would like an explanation of how staff came up with the \$50 million dollar budget for Golden Park.	Deputy City Manager of Infrastructure and Financial Planning	
15	In Progress	2/21/2024	Tyson Begly	Landfill Cost Savings Would like to see what the cost savings would be if we used a contractor's landfill instead of our own.	Integrated Waste Management	
16	In Progress	2/21/2024	Glenn Davis	Integrated Waste - Phenix City Requests a comparison with Phenix City.	Deputy City Manager of Operations Integrated Waste Management	
17	In Progress	2/21/2024	Glenn Davis	Integrated Waste - Citizen Involvement Suggests getting the citizens involved and placing stations around town or creating a centralized place for citizens to take their yard waste without charging them extra	Deputy City Manager of Operations Integrated Waste Management	
18	In	2/21/2024	Berry	Integrated Waste - Incentitive Program	Deputy City	

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
	Progress		Henderson	Suggests creating an incentive program by putting a barcode on containers to track how often they are used. If a family recycles twice a month, then they qualify for a discount on their bill.	Manager of Operations Integrated Waste Management	
19	In Progress	2/21/2024	Tyson Begly	Animal Control - Animal First Customizations Requests to see what customizations that animal first offers compared to the other companies.	Deputy City Manager of Operations Animal Control	
20	In Progress	2/20/2024	Joanne Cogle	RFP Process Would like to have the RFP process explained to the public again.	Deputy City Manager of Infrastructure and Financial Planning Finance	
21	In Progress	1/12/2024	Glenn Davis	Animal Control Information Sheet Requests that Public Works create an information sheet for citizens to explain their rights in animal-related situations. Especially for “vicious dogs.”	Animal Control Deputy City Manager of Operations	
22	In Progress	2/12/2024	Judith Thomas	Additional Flier for Call Centers Requests that Animal Control create a flier to describe procedures regarding animal attacks and sightings be sent to 911 and 311 operators.	Animal Control Deputy City Manager of	

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses	Item #
					Operations		
23	In Progress	1/12/2024	Glenn Davis	Tyler Technologies Representative Councilor Davis has requested a representative from Tyler Technologies to come before the council to discuss the finance software.	Information Technology Deputy City Manager of Infrastructure and Financial Planning Finance		
24	In Progress	1/12/2024	Tyson Begly	Finance Audit Information Request Requests a list containing the following: Renewal Notice, whether or not they paid, and whether they were shut down. In other words, combining the renewal list with the license year that it's being renewed, a delinquency list, a lockbox list, and a closed list.	Finance Deputy City Manager of Infrastructure and Financial Planning		
25	In Progress	1/12/2024	Joanne Cogle	Rigdon Park Requests that we purchase a gate at Rigdon Park similar to the gate that we installed at Carver Park.	Deputy City Manager of Operations Parks & Recreation	Parks & Recreation: The gates have been ordered and will be installed by the vendor once the gates are fabricated.	
26	In Progress	1/12/2024	Glenn Davis	Integrated Waste Numbers Requests the following information:	Deputy City Manager of	Integrated Waste Management:	

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
				1. What is the total operational cost of the recycling center? 2. The annual Cost of what we have to do on maintenance, excluding heavy equipment (EPD maintenance of landfill). 3. What is the total cost to mitigate the closure of portions of the landfill?	Operations Integrated Waste Management	Update12-5-23: The Item was delayed, and will return for the Work Session on 1/30/23
27	In Progress	1/12/2024	Bruce Huff	Community Meeting Would like to have a follow-up community meeting with staff and the people in his district from the meeting that took place before COVID at M.L. Harris United Methodist Church	Deputy City Manager of Operations	Deputy City Manager of Operations: Deputy City Manager Goodwin, I have spoken with Councilor Huff and waiting for him to provide a date for the meeting.
28	In Progress	1/12/2024	Charmaine Crabb	Parks & Recreatopm Update - Clean Up Requests that a day of work or weekend of work be coordinated for citizens in Heath Park	Deputy City Manager of Operations Parks & Recreation	Parks & Recreation: Councilor Crabb sent Holli an email on 9-18-23 stating that she had reached out to the

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						<p>homeowners association and would get back to us. As of 9-20-23, we have not heard back from Councilor Crabb. Update 10/24/23 Councilor Crabb is working on getting a grant from the Georgia Association of Realtors to fund the upgrades.</p> <p>12/12/2023 No other response can be provided by Parks and Recreation. Resources will be provided when the homeowner's association</p>

Item #

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						contacts the department to schedule a date.
29	Partially Completed	1/12/2024	Tyson Begly	Integrated Waste - Holidays How will we account for holidays where we will have large pick-ups, such as Christmas? Also, suggest a financial analysis of fees and why they will increase.	Deputy City Manager of Operations Integrated Waste Management	Deputy City Manager of Operations: Residents will be able to obtain additional carts once approved by Council. Financial Analysis on rates based on privatization or internal services is being done by our consultant. An RFP to advertise has been sent Purchasing and is being vetted for advertisement, various options

Item #

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						<div>Item #</div> <p>will be listed: Option A: Yard Waste Collection Only Option B: Household Waste Collection Only Option C: Recycling Collection Only Option D: Household and Recycling Waste Only Option E: Bulk Waste Only Option F: All Collection Services (Household, Recycling, Yard Waste and Bulk Waste) Integrated Waste Management:</p>

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses
						<div data-bbox="2067 65 2172 132" data-label="Text">Item #</div> <p>Residents will be able to obtain additional carts once approved by the Council. Off-site recycling trailers are available for our residents to use whenever they have excess cardboard, paper, etc. Financial Analysis on rates based on privatization or internal services is being done by our consultant. An RFP to advertise has been sent to Purchasing and is being vetted for</p>

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses	Item #
						<p>advertisement, various options will be listed:</p> <p>Option A: Yard Waste Collection Only</p> <p>Option B: Household Waste Collection Only</p> <p>Option C: Recycling Collection Only</p> <p>Option D: Household and Recycling Waste Only</p> <p>Option E: Bulk Waste Only</p> <p>Option F: All Collection Services (Household, Recycling, Yard Waste and Bulk Waste)</p>	

Item #	Status	Date of Request	Requested By	Proposed Work Session Item and/or Referral	Assigned To	Responses	Item #
30	In Progress	1/12/2024	Toyia Tucker	Crime Prevention Grants Requests a breakdown and definition of the cost of personnel.	Crime Prevention		
31	In Progress	1/23/2024	Tyson Begly	Fire & EMS I had two follow-upsg from slide 7 of the Fire EMS PowerPoint in the last meeting: https://mccmeetingspublic.blob.core.usgovcloudapi.net/columgameet-9989af2150264ee3a984571dda5c6614/ITEM-Attachment-001-97400da668ce4bf79d68029ba871e2ef.pdf : - Numbers on the Medicare/Medicaid clearing house, to know how much to put in and the additional level of coverage received. Numbers of how much a private billing service would cost, and the amount of money it would save, and the potential impact to our acco	Fire and EMS Deputy City Manager of Infrastructure and Financial Planning Finance	Fire and EMS: See the Attachment	

File Attachments for Item:

1. Email Correspondence from Contreana Pearson- Board Secretary, requesting that the seat of Dr. Jean Waguespack (*Veterinarian Seat*) on the Animal Control Advisory Board be declared vacant due to the lack of attendance.

Sandra T Davis

From: Contreana Pearson
Sent: Monday, March 18, 2024 11:57 AM
To: Sandra T Davis
Cc: Canita L Johnson; Drale Short
Subject: RE: Absence Vet Meeting Animal Control Advisory Board

Sandra,

As in accordance with the ordinance, I am notifying your office of an Animal Control Advisory Board member that has been absent from meetings. One of the veterinarians that is on the board has missed more than three meetings Dr Jean Waguespack has been absent from March 14, 2024, January 18, 2024, November 9, June 13, April 13, March 14, February 3, and January 17 meetings.

Once the board voted to change the meeting times, Dr. Jean Waguespack did inform this office, she may not be able to attend the earlier meeting times because of her practice. The meetings will now be held at 3:00 or 3:30 pm because of required video recording by CCGTV.

Below is her email response to the March 14, 2024, meeting.

-----Original Message-----

From: Jean Waguespack, DVM, DABVP <drjeanw@aghet.com>
 Sent: Monday, March 4, 2024 6:15 PM
 To: Contreana Pearson <CPearson@columbusga.org>
 Subject: [EXTERNAL] Re: Animal Control Advisory Board Meeting - March 14, 2024 @ 3:30

I cannot make that time.

 Jean Waguespack, DVM, DABVP (Canine & Feline) Animal General Hospital
 3576 Macon Road
 Columbus, GA 31907
 706-568-4848
 706-568-0414 (fax)

On 2024-03-02 08:57, Contreana Pearson wrote:

- > Animal Control Advisory Board,
- >
- > A quarterly rescheduled meeting for the Animal Control Advisory Board
- > will be held 3:30 pm, Thursday March 14, Public Works Driver's
- > Training Classroom 602 - 11th Avenue Columbus GA 31903. Documents for
- > this meeting will be out a week before the meeting. Links below are
- > the Animal Control stats, offsites, etc., please print and have
- > available for discussion. Please make sure to call or email
- > confirming your attendance for each meeting.
- >
- > As a reminder, a quorum of at least five voting members must be
- > present in order to conduct business in the name of the group.
- >

File Attachments for Item:

2. Email Correspondence from Contreana Pearson- Board Secretary, requesting that the seat of Dr. Scott McDermott (*Veterinarian Seat*) on the Animal Control Advisory Board be declared vacant due to the lack of attendance.

Sandra T Davis

From: Contreana Pearson
Sent: Monday, March 18, 2024 12:00 PM
To: Sandra T Davis
Cc: Canita L Johnson; Drale Short
Subject: Absence Vet Meeting Animal Control Advisory Board

Sandra,

As in accordance with the ordinance, I am notifying your office of an Animal Control Advisory Board member that has been absent from meetings. One of the veterinarians that is on the board has missed more than three meetings Dr Scott McDermott has been absent from March 14, 2024, January 18, 2024, November 9, meetings.

Dr. Scott McDermott did inform this office, he was out of town on those occasions or could not make it.

Contreana Barker-Pearson

Contreana Barker-Pearson | *Administrative Coordinator*
Public Works Department | Animal Control Division
Columbus Consolidated Government
 4910 Milgen Rd , Columbus, GA 31907
 Main: 706-653-4512
Direct: 706-225-4687 | Fax: 706-225-4974
cpearson@columbusga.org | www.columbusga.org



File Attachments for Item:

3. Minutes of the following boards:

Animal Control Advisory Board, November 9, 2023 and January 18, 2024

Building Authority of Columbus, June 29 and October 25, 2022

Civic Center Advisory Board, February 15, 2024

Columbus Ironworks Convention & Trade Center Authority, December 14, 2023

Liberty Theatre & Cultural Arts Center Advisory Board, November 15, 2023 and January 10, 2024

Columbus Consolidated Government**AMENDED Minutes of a Quarterly Scheduled****Animal Control Advisory Board****November 9, 2023****3:00 pm****Location of Meeting:**

Council Chambers

311 Citizens Way

Columbus, GA, 31901

Present at Meeting:

Drale Short

Canita Johnson

Courtney Pierce, Chairperson

Raymond Culpepper

Kristi Ludy

Sabine Stull

Julee Fryer

Lori Turner

Channon Emery

Absent from Meeting:

Dr. Jean Waguespack

Dr. Scott McDermott

The meeting was called to order by Courtney Pierce, chairperson at 3:081 pm. She asked everyone present to vacate chambers for an executive session with the board members.

Courtney Pierce resumed the regular meeting and introduced the new board member Lori Turner. She's a great asset with 20 years in animal welfare.

Julee Fryer recognized Renate West for her dedication in the animal welfare committee. Everyone took a moment of silence to recognize her.

Courtney Pierce addressed and reminded the Board Members, while not officially in the Code of Conduct, things she has seen, name calling and slanderous statements especially on social media is extremely unprofessional of Board members. It is valid that we have questions and concerns about Animal Control, but we can do so in a professional manner. Courtney Pierce made a motion to include "professional conduct" in

the official handbook and by laws for the Animal Control Advisory Board members. Board member Sabine Stull second the motion.

*****ACTION TAKEN: ALL VOTING MEMBERS PRESENT APPROVAL TO INCLUDE 'PROFESSIONAL CONDUCT' IN OFFICIAL HANDBOOK AND ANIMAL CONTROL ADVISORY BOARD BY-LAWS.**

Courtney Pierce addressed the need for a Co-Chair for the Board. She explained the last meeting in September did not occur because she was out. She doesn't want her absence to hinder any further meetings.

Courtney Pierce stated her nomination is not present, she asked if anyone is interested in being the Co-Chair for the board. The discussion was tabled for nomination of co-chair until the Board can speak with a possible nominee Dr McDermott.

Courtney Pierce asked for the approval of minutes from 08292023, Raymond Culpepper made a motion to approve. Sabine Stull second the motion. ******AMENDED TO REFLECT CORRECT DATE**

*****ACTION TAKEN: ALL VOTING MEMBERS PRESENT APPROVED MINUTES FROM BOARD MEETING 8.29.23.**
******AMENDED TO REFLECT CORRECT DATE**

Courtney Pierce asked if there were any questions or comments about the monthly reports. Board members did not have any questions.

Canita Johnson reminded the Animal Control Advisory Board members of their responsibilities and duties. Ms. Johnson read the mission of the Animal Control Advisory Board members from the Animal and Fowl Ordinance. Ms. Johnson included the mission in each member's packets.

Canita Johnson discussed the bylaws recommendations from the subcommittee meeting August 29, 2023, with potential amendments: ******AMENDED TO REFLECT CORRECT DATE**

1. Heading in the bylaws – move the last remark that stated subsequently to remove that last remark.
2. Membership header, to include co-chair when nominated and approved.
3. Change status of PAWS position from a non-voting to a voting member. .
4. Ms. Johnson spoke with the Clerk of Council about dismissal of Board members after absences. Clerk of Council stated members have to miss at least 3 meetings in order to be removed from the Board. Absences must be reported to the Clerk of Council along with dates. Must go before Council to remove a member, the Animal Control Advisory Board can only make a recommendation.
5. Raymond Culpepper requested a sign in sheet for each meeting, with agenda items listed. If any Board member has a conflict of interest, that member be dismissed from the meeting if it is a voting item.
6. Meeting Header needs a change from meeting requirement of twice a year. The Board meets quarterly and will discuss at the beginning of the year, a schedule of meetings for the year.
7. Discussed a quorum if Board can still meet. Ms. Johnson spoke with the Clerk Council and advised you to still meet but the meeting will not be considered official. The recording secretary has the discretion to take minutes or not,

Canita Johnson inquired if Courtney Pierce wanted to add professional conduct in the bylaws, Courtney Pierce stated yes. Courtney Pierce inquired if unexcused absences, do board members need to let the chairperson know. Absences for Board members are to go through the recording secretary.

Canita Johnson stated she discussed with J. Allen Barber, a professor which teaches Animal Welfare at University of Georgia and assist municipalities to write and update their ordinances. He uses 2nd and 3rd year law students he teaches to help cities across Georgia. He is willing to help this board with our ordinances to update to make sure the ordinances are proactive. This is done at no cost, he will elevate the ordinances. His team is already working with Forsyth County and having great success.

CJ has included two proposed ordinances for mandatory spay/neutering and micro chipping. These are two ordinances he brought that would be good for our city.

CJ is working on her budget proposal, would like the board members to get your recommendations by email or phone call on what they would like to see in Animal Control.

Courtney Pierce explained the 5 minute time limit and advised their questions would be recorded but this would not be a Q & A segment.

After the public agenda, CP asked if any board members had any comments. Channon Emery wanted to go back to the 70% of animals not being tranquilized. Ms. Emery stated she thought this was a requirement. Drale Short stated the staff is trained under the veterinarian to euthanize. She requested the board to have Dr. Hall or another veterinarian to come and observe to make sure we are doing it correctly.

****AMENDED ITEMS UNDERLINED REFLECT CORRECT DATE OF 8/29/23 SUBCOMMITTEE MEETING MINTUES FROM WRONG DATE REFLECTED IN THE MINUTES AS 08/09/23 MINUTES WERE APPROVED ON 11/09/23 ANIMAL CONTROL ADVISORY BOARD MEETING.**

Minutes of a Quarterly Scheduled

Animal Control Advisory Board

January 18, 2024

3:00 pm

Location of Meeting:

Public Works Bldg.

602 -11th Avenue

Columbus, GA, 31901

Present at Meeting:

Drale Short

Canita Johnson

Courtney Pierce, Chairperson

Raymond Culpepper

Sabine Stull

Julee Fryer

Lori Turner

Nancy Anderson

Absent from Meeting:

Dr. Jean Waguespack

Dr. McDermott

Kristi Ludy

Channon Emery

The meeting was called to order by Courtney Pierce, Chairperson at 3:00 pm.

Courtney Pierce introduced new board member Nancy Anderson.

Approval of minutes from 06/13/2023 meeting. Courtney Pierce made a motion to approve minutes and Raymond Culpepper second the motion. All present voting board members approved. *****ACTION TAKEN: MINUTES FROM 06/13/2023 ACAB MEETING APPROVED BY ALL VOTING MEMBERS*****

Raymond Culpepper stated Channon Emery wanted to amend the minutes 06/13/2023 to include the discussion about the euthanasia procedures at Animal Control. Julee Fryer made a motion to approve the amendment of the minutes and Raymond Culpepper second the motion. *****ACTION TAKEN: MINUTES FROM 06/13/2023 ACAB MEETING AMENDED TO INCLUDE EUTHANSIA DISCUSSION APPROVED BY ALL VOTING MEMBERS*****

Monthly Reports August 2023 – November 2023. Raymond Culpepper inquired about an unattended dollar amount. Canita Johnson explained unattended charges are roaming dogs, citizens given citations reflects that dollar amount on reports. Raymond Culpepper inquired about “Others” fine amount in the monthly reports. Canita Johnson explained, these are cruelty, hindrance, contempt of court, etc fines which the Judge sets the dollar amount.

Raymond Culpepper inquired how Animal Control Officers are doing follow ups. Canita Johnson stated they are doing follow ups for cleanliness of pens, improperly tethered dogs, etc. Animal Control Officers usually give citizens 7 to 10 days to correct the violation before follow-up. Courtney Pierce commented PAWS/Humane works with Animal Control to help citizens with supplies needed.

Courtney Pierce discussed tentative dates for 2024 schedule quarterly Animal Control Advisory Board meetings which will be March 14, June 20, September 19, and December 19. Time and location are to be determined. Jule Fryer made a motion to approve the dates and Lori Turner second the motion. ***** ACTION APPROVED BY ALL VOTING MEMBERS*****

Courtney Pierce stated her term is up as chairperson and the board needed to elect a new chairperson. This meeting. Courtney Pierce nominated Julee Fryer, Raymond Culpepper second the motion, ***** ACTION APPROVED BY ALL VOTING MEMBERS*****

Canita Johnson updated the board members, with suggested changes to the Bylaws for the board:

- Add unexcused absences for board members.
- Chairperson appoints Co-Chairperson
- Meetings changed to quarterly instead of two.
- The Public Agenda added to include 5 minutes per person speaking.
- Sign In Sheet provided with agenda, any conflict-of-interest, board member dismisses themselves from that voting item.
- Code of Conduct added.

Canita Johnson went over the 2025 Budget requests for Animal Control:

(6) Animal Control Officers	Cruelty Investigator	(2) Maintenance Workers
Assistant Manager	Public Relation Coordinator	(5 ½) Kennel Staff
Full Time Veterinarian	Veterinarian Tech	(2) Co-Volunteer Coordinators
Animal Software	Increase Overtime Line	Uniform Line Increase
Surgical Suite	Micro Chip Fund	

Raymond Culpepper stated Channon Emery was concerned about the euthanization, inquired if animals are sedated first. Canita Johnson stated tranquilizer for euthanization procedure according to Dr. Hall is optional. Raymond Culpepper asked about the Parvo protocol. Canita Johnson stated the puppies are kept separate within isolation runs. Dr. Short stated cases of parvo are reported to the Georgia Department of Agriculture.

The meeting was adjourned at 3:58 pm. The next scheduled quarterly meeting is March 14, 2024, at 3:30pm.

C: Clerk of Council, ACAB Members

**MINUTES OF THE
BUILDING AUTHORITY OF COLUMBUS**

June 29, 2022

Deputy City Manager Conference Room - CCG Annex Building, 420 10th Street

MEMBERS PRESENT: Vincent Allen, Board Chairman; Leila Carr, Vice Chairperson, Angelica Alexander, Board Secretary/Treasurer; Renee Sturkie, Assistant Board Secretary; and Christopher Smith, Board Member

MEMBERS ABSENT: Olive Vidal-Kendall, Assistant Board Secretary

OTHERS ATTENDING: Pamela Hodge, Deputy City Manager; Lucy Sheftall, Assistant City Attorney

COUNSELORS: No counselors were present

Guests: Ryan Pruett, Building Inspections & Codes Director

CALL TO ORDER:

Board Chairman, Vincent Allen, called the June 29, 2022, meeting of the Building Authority of Columbus to order. A quorum was present, and notice was given regarding attendance.

ACTION ITEMS:

Approval of an easement at 5601 Veterans Parkway (Health Department Building) with Georgia Power Company

Ryan Pruett, the Director of Inspections and Codes presented the board regarding an approval of an easement at 5601 Veterans Parkway. The Health Department has installed an accessory building / storage building behind the main structure. It houses their vector control which is all their rodent control equipment and materials that they use. The easement is for Georgia Power to come from the Veteran's Parkway right of way where the service line is to provide power to that building. The building has already been installed. It has water hooked up to it. We're just waiting for the power to get hooked up to it.

Lucy Sheftall added that the reason the board is voting is because the building is in the Building Authority's name because of the bond issue. And Georgia Power would not accept the city's signature on the easement even though the city is the lessee and the sole user.

A motion to approve the easement at the Health Department Building was made by Christopher Smith. The motion was seconded by Renee Sturkie. The board voted and the motion was unanimously approved by all members present.

Election and Confirmation of Board Officers

Angelica Alexander presented the board to have discussion regarding the board members and any changes.

Chairman, Vincent Allen, spoke to the board and mentioned that he would like to step down from the chairman position and give someone else the opportunity to lead and do what council desires for us to do.

Angelica Alexander reviewed the members of the board. They are as follows:

Chairman, Vincent Allen
 Vice Chairman, Leila Carr
 Secretary, Renee Sturkie
 Board Member, Christopher Smith
 Board Member, Olive Vidal-Kendall

After discussion, a motion was made to nominate Christopher Smith as Chairman of the Board for the Building Authority of Columbus was made by Renee Sturkie. Leila Carr seconded the motion. The board voted and it was unanimously approved by all members present.

Christopher Smith made a motion that all other board members would remain the same. The motion was seconded by Vincent Allen. The board voted and it was unanimously approved.

The members of the board and positions are now as follows:

Chairman, Christopher Smith
 Vice Chairman, Leila Carr
 Secretary, Renee Sturkie
 Board Member, Vincent Allen
 Board Member, Olive Vidal-Kendall

Approval of January 25, 2022, CBA Board Meeting Minutes

Vincent Allen called for a motion to approve the minutes from the January 25, 2022, meeting. Renee Sturkie made a motion to accept the minutes with edits. It was seconded by Leila Carr. The Board voted and unanimously approved.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

With there being no further business to discuss, the meeting was adjourned.

Glen Arrington

Glen Arrington
 Recording Secretary

**MINUTES OF THE
BUILDING AUTHORITY OF COLUMBUS**
October 25, 2022

Deputy City Manager Conference Room - CCG Annex Building, 420 10th Street

MEMBERS PRESENT: Christopher Smith, Board Chairman; Leila Carr, Vice Chairperson, Angelica Alexander, Board Secretary/Treasurer; Renee Sturkie, Assistant Board Secretary; and Olive Vidal-Kendall, Board Member

MEMBERS ABSENT: No members were absent

OTHERS ATTENDING: Pamela Hodge, Deputy City Manager; Lucy Sheftall, Assistant City Attorney

COUNSELORS: No counselors were present

GUESTS: Rob McKenna, Board Counsel; Jim Pannell, Bond Counsel; Stephen Swinson, Bond Counsel; Doug Gebhardt, Financial Advisor, Davenport and Company; Courtney Rogers, Financial Advisor, Davenport and Company, Nicholas Clinkscales, Assistant Finance Director

CALL TO ORDER:

Board Chairman, Christopher Smith, called the October 25, 2022, meeting of the Building Authority of Columbus to order. A quorum was present, and notice was given regarding attendance.

ACTION ITEMS:

Adoption of Bond Resolution Series 2022C Bonds in the Amount of \$12,450,000 to Authorize to Purchase the Property Located at 1000 5th Avenue which is currently owned by TSYS

Doug Gephardt, Financial Advisor for the Building Authority for the City of Columbus, addressed the board along with Jon Pannell and Steven Swinson who walked through questions regarding the bond resolution itself.

He gave an overview of what happened today and a few market updates. As you are aware, earlier this year, we went and got the credit ratings. But to issue a new series of bonds, which are the Series 2022C bonds that we are going to be issuing today, we had to go back to the credit rating agencies, and we are pleased to report that both Moody's and S&P confirmed those ratings as AA2 and AA+, respectively. There was not much change in their commentary given that we did not have any real new financial results to share other than some unaudited data. But overall, they highlighted a few credit shrinks, the government's healthy financial position, balanced operations, strong reserves, and growing revenue sources just to name a few from Moody's.

The S&P affirmed the AA+ rating. They did note, again, strong financial management environment, a strong liability profile characterized by limited debt. So, despite taking

on some additional debt we took on earlier this year, it is still relatively strong from a peer ratio standpoint.

What we did earlier last week is we put out a document called a Notice of Sale, which sets forth the terms and conditions which underwriters would be able to put in a competitive bid. We were pleased to report at 11 AM this morning, we received bids from seven financial institutions, which is a very strong number. Three is what is needed for the IRS purposes to be considered a competitive process. We normally like to see five; seven was a great response. TD Securities was the winning bidder at a bid of 4.31%.

The Final Pricing Results

We were looking at doing a 20-year level debt service issuance. The coupons in yields, you can see a 5% coupon. The yields were all lower, which lead to prices above 100. And what that means is we were going to borrow for a roughly \$13M project, but because of the bond premium, the investor is paying more than 100% on the dollar. We only had to issue 12.45 million today.

The Final Debt Service and The Sources and Uses

The first interest payment begins in FY2024, so it will not impact the city's budget this year. With the debt service payments being flat leveled at service around \$1M a year over the next 20 years or so. The repayment source from the bonds is a full faith in credit, which secures the intergovernmental contract between the Building Authority and the city, they intend to use the OLOST or Other Local Option Sales Tax to service the debt.

Interest rates have been trending up recently with the fed actions, but while they have risen from a historical perspective, rates are still relatively attractive and really in the range, where we saw them from the 2010 – 2015 range, or so. But the bigger piece that we wanted to focus on is that the vast majority of the city's capital plan and between the 19 refinancing, the judicial center and admin building totaling close to \$250M in debt had interest rates up 2.5% respectively. And so, you can see on this building we are back in the 4.5% range. And that is largely just due to the fed's actions that are being taken to help curb the inflation that is going on in the national economy.

So, what we are looking for you all to do on the next step is we ask that you consider the adoption of the bond resolution which ratifies the sale results and will allow us to begin the validation process if you do adopt that resolution. We are going to council tonight for the approval of the city resolution which authorizes the execution of that intergovernmental contract between the city and Building Authority, which guarantees the debt service payments. And then we're scheduled to close on the bonds on November 22, roughly a month from today.

Stephen Swinson, Bond Counsel, addressed the board regarding the documents. Columbus got another outstanding rating. Before you is a bond resolution. Attached to it is Exhibit A, which is a form of a lease agreement. This bond resolution authorizes proceeding with the project which consists of converting the building located at 1000 5th

Avenue into a sheriff administration office. It authorizes the bid, given by TD Securities, the amount of the bond being \$12,450,000. As mentioned, the lease contract is the security for the bond. It also authorizes the finance team to proceed with posting what is called the official statement, which is essentially the offering document that investors can look at to evaluate whether they want to buy bonds, and then also proceed with bond validation proceedings and close the transaction.

A request to make a motion to adopt the bond resolution as presented, with the sale, offering and validation are all included within the document. A motion was made by Leila Carr to approve the proposed bond resolution as set forth today. It was seconded by Olive Vidal-Kendall. The board voted and it was unanimously approved.

Approval for Release of Parcel 2 at MTP to the Development Authority of Columbus, Georgia

Rob McKenna, Board Counsel, presented to the board regarding the approval of the release of the Parcel 2 at MTP to the Development Authority of Columbus, Georgia. This is regarding a parcel at Path-Tec which is on Old Brim Road. They have approached the Development Authority to acquire a piece of the that property. Parcel 2 is roughly 43 to 45 acres right next door to them. They want to get about eight acres to do a new parking lot, and potentially the rest of Parcel 2 for expansion of their facility. So, we would need to release Parcel 2 which is currently under a bondage with the city (2019 bond issue) subject to the Development Authority bringing some back out for potential projects. So, the Development Authority is asking that the Columbus Building Authority release what they call Parcel 2.

Olive Vidal-Kendall made a motion to approve the release of Parcel 2 at MTP to the Development Authority of Columbus, Georgia. It was seconded by Renee Sturkie. The board voted and it was unanimously approved.

Approval of the Execution of Release of Wilson Camp Oxbow from the \$8,800,000 Columbus Building Authority (Columbus, Georgia) Revenue Bond Series 1991

Rob McKenna presented the board regarding the approval of the release of Wilson Camp Oxbow from the 1991 bond issue which has been fully paid and needs to be transferred back to the city. Technically, it does not need approval because under the lease agreement, it was supposed to go back to the city anyway, once it was paid off. And it is now paid off. We just need to authorize the execution of the quit claim deed.

Lucy Sheftall added that we are also able to take care of another situation at the same time because in deeding it back to the city, we are going to note some amendments to the use of the property as a landfill that the EPD is requiring.

Renee Sturkie made a motion approve to release of the Wilson Camp Oxbow from the series 1991 bonds. Olive Vidal-Kendall seconded the motion. The board voted and it was unanimously approved.

Approval of the Second Amendment to License Agreement with Path-Tec, LLC

Rob McKenna presented the board regarding the approval to a second amendment to the license agreement with Path-Tec, LLC. We are going to release that property to them, but in the meantime, they are going to need the use of the property until they can construct on it. It expires in December. We extended it last year until December of this year. So, we are just going to extend it for another year. And hopefully, it will be all taken care of, and they'll have their own parking facility.

Olive Vidal-Kendall made a motion to approve the second amendment to license agreement with Path-Tec, LLC. It was seconded by Leila Carr. The board voted and it was unanimously approved.

Approval of June 29, 2022 CBA Board Meeting Minutes

A motion was made to approve the June 29, 2022 Columbus Building Authority Board Meeting Minutes with edits by Olive Vidal-Kendall. Renee Sturkie seconded the motion. The board voted and it was unanimously approved.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

With there being no further business to discuss, the meeting was adjourned.

Glen Arrington

Glen Arrington
Recording Secretary



COLUMBUS CIVIC CENTER & COLUMBUS ICE RINK ADVISORY BOARD MINUTES

February 15, 2024

Chairman: Jack Rosenhammer
Interim Director: Lisa Goodwin
Managers Present: Jennifer McVay, Troy Vanerson, Kanise Wiggins, Valencia Evans, Detrevious Thomas, Nixon Patterson, Jennifer Babin
Members Present: Johnson Trawick, Katie Bishop, Orrin Hergott, Terrance Little, Daniel Woodward, Jacob Greer,
Members Absent: Gregory Blue, Jessica Hergott (excused), Charles Huff Jr., Jenny Teague, (excused)

Chairman: Jack Rosenhammer called meeting to order at 10:04am
November 16, 2023, minutes approved.

Interim Director/ Deputy City Manager, Lisa Goodwin:

- Lisa let everyone know that the pictures scrolling on the TV's were various events that we have had in the past few months so the Board can see what's been happening at the Civic Center.
- The staff has provided their reports for review and or questions.
- Lisa introduced Lucy Sheftall, Assistant City Attorney, Johnny Harp, Facilities Maintenance Manager and Allen Minton, Assistant Facilities Manager. These are individuals that we wanted to have with us at the last meeting that we were trying to schedule for 2:00pm but I never heard from anyone. We have always worked very closely with the board and have never had issues before. Lisa stated that for some reason there is a disconnect with this board. I have ask Lucy to come and share the roles and responsibilities of what is expected of the board.

Lucy Sheftall: Read Ordinance 01-77 to the board. This explains there are no specific duties and responsibilities of the board. The board is simply to give advice and bring concerns the public might have. Extensive discussion took place from the Board and with a better understanding of the roles and responsibilities.

Jack Rosenhammer- asked about how the board can help the Civic Center other than give advice. Lisa Goodwin - replied come to our events. Look at the building and see what changes we need to make or how we can improve. Lisa also discussed the process of booking an event and why the Civic Center cannot promote an event.

- There was discussion on how to obtain the financials.
- There was a discussion on the vendor contact and purchasing process.
- There was discussion about the open Director's position.
- Isaiah Hugley joined the meeting and thanked the Advisory Board for serving. He also explained to the board the challenges that are faced in recruiting a director. He also spoke about the pay structure. Board members asked additional questions of the City Manager where he provided information and clarification.

Johnny Harp informed the board that the roof replacement has been approved by the City Council and the contractor has done the measurement and assessment. They will not begin work until they have all the materials needed for the job. The estimates for the Chillers have come in higher than we have with the ARP money. Finance is working on finding where we can get the balance.

- There was discussion on how the chillers work within the 2 buildings.
- We are getting 2 Zamboni's that will arrive in January 2025.
- We have bought a VAC to clean the parking lot.
- Other Capital purchase items were also mentioned.

The next meeting is Scheduled for **May 16, 2024, 2:00pm** Civic Center Hospitality Suites.

Respectfully submitted,

Rae McConnell

Rae McConnell, Board Secretary

Meeting adjourned at 11:16am



**COLUMBUS GEORGIA
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND
TRADE CENTER AUTHORITY**

**MONTHLY MEETING
DECEMBER 14, 2023**

12:00 PM

**BOARDROOM
(SECOND LEVEL)**

A G E N D A

- I. CALL TO ORDER – CHAIRMAN JONATHAN PAYNE**
- II. APPROVAL OF MINUTES**
 - A. REGULAR MEETING – OCTOBER 19, 2023**
- III. FINANCIAL REPORT – NICHOLE LEWIS**
 - A. OCTOBER 2023**
- IV. CATERING UPDATES – HAYLEY TILLERY**
 - A. OCTOBER 2023**
 - B. NOVEMBER 2023**
- V. SALES REPORT – HAYLEY TILLERY & MORGAN MOORE**
 - A. OCTOBER 2023**
 - B. NOVEMBER 2023**
- VI. FACILITY UPDATE – HAYLEY TILLERY & SKIP HANSBERGER**
 - A. TRADE CENTER HVAC SYSTEM UPDATE**
 - B. PARKING GARAGE UPDATE**
- VII. ADJOURNMENT**



**COLUMBUS GEORGIA
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND
TRADE CENTER AUTHORITY**

**MINUTES OF THE MONTHLY MEETING
DECEMBER 14, 2023
12:00 PM**

The monthly meeting of the Columbus Iron Works Convention and Trade Center Authority was held Thursday, December 14, 2023, at 12:00 PM in the Boardroom of the facility.

Authority Members Present: Chairman Jonathan Payne, Vice Chairman Carson Cummings, Jessica Ferriter, John Stacy, and Craig Burgess

Administrative Members Present: Executive Director Hayley Tillery, Assistant Director Skip Hansberger, Assistant Director Sales and Marketing Morgan Moore, Finance Manager R. Nichole Lewis, and Secretary Chasity Deppe

CALL TO ORDER

At 12:00 PM, Chairman Jonathan Payne called the meeting to order and welcomed the members and staff.

APPROVAL OF MINUTES

A. REGULAR MEETING – OCTOBER 19, 2023

All members were asked if they had received and read the minutes from the previous regular meeting dated October 19, 2023. With no additions or corrections to be made, Chairman Jonathan Payne made a motion to approve the minutes as written. Jessica Ferriter second the motion which was carried unopposed by all members present.

FINANCIAL REPORT – NICHOLE LEWIS

A. OCTOBER 2023– See attached report.

B. NOVEMBER 2023– See attached report.

Chairman Jonathan Payne made a motion to approve the October 2023 financial report as prepared and presented by Finance Manager R. Nichole Lewis. Vice Chairman Carson Cummings second the motion that was carried unopposed by all members.

Nichole then stated that due to delayed reporting from the city, the November 2023 financial report would be emailed for review at a later date. Chairman Jonathan Payne added that an electronic vote would be taken to approve the November Financial once they were received.

OAK VIEW HOSPITALITY GROUP / CATERING UPDATES - HAYLEY TILLERY

A. OCTOBER 2023 – Catering average client survey score of 100 (based on 4 survey)

B. NOVEMBER 2023 – Catering average client survey score of 99 (based on 3 surveys)

Executive Director Hayley Tillery reported that although October is typically at low revenue return for catering, the facility received no return for the month. Hayley stated that she was curious as to the cause. Adding, after some investigation there were several factors to consider. First there were several events that took place in October 2022 that did not happen in October 2023. Additionally, concessions, fixed wages, food costs and costs for repairs were all up over the previous year. Hayley continued that November had a positive return.

Executive Director Hayley Tillery then reported it had been discovered that Oakview had been wrongfully charged a tax though out all of their properties that would now result in a reimbursement to the facility. Oakview also had a security breach that was immediately resolved with no known repercussions.

SALES REPORT - HAYLEY TILLERY / MORGAN MOORE

A. OCTOBER 2023

B. NOVEMBER 2023

Executive Director Hayley Tillery along with Assistant Director Sales and Marketing Morgan Moore gave the sales report for the months of October and November 2023. Hayley stated for the month of October there were 48 call-in clients, 19 walk-in clients, 64 planning kit requests and 14 requests for proposals with 28 contracts issued. There were 58 event days during the month with nearly 22K attendees. Hayley added the facility received an overall client survey score of 100 based on just 4 returned surveys. For the month of November 2023, there were 44 call-in clients, 15 walk-in clients, 57 planning kit requests and 6 requests for proposals with 26 contracts issued. There were 58 events days during November with 14K attendees. There was an overall client survey score of 99, based on 3 completed and submitted surveys.

Social Media Report – See attached reports for October and November.

Assistant Director Sales and Marketing Morgan Moore highlighted the Conference / Convention Event Leads Report and how the information is reported– See attached report. Morgan explained that as an event lead becomes contracted the event is removed from the report and then considered repeat business for future dates.

FACILITY UPDATE - HAYLEY TILLERY / SKIP HANSBERGER

Executive Director Hayley Tillery shared with the members her overview of recent events, including current and completed facility projects and employee updates. Please see attached report.

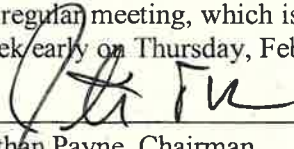
A. TRADE CENTER HVAC SYSTEM REPAIR / REPLACE STRATEGY Assistant Director Skip Hansberger informed the Authority that the chiller repair was complete. Skips reported that while doing a manual test of the system there was a system fell, however the faulty component was immediately replaced and there had been no further issues. Skip stated that the project was

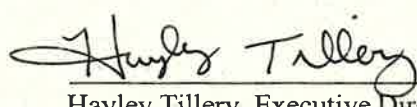
considered complete, adding that the system would be compatible with the \$2.5 million HVAC upgrade that was being coordinated through the city as part of the American Rescue Grant Project.

- B. PARKING GARAGE UPDATE** Executive Director Hayley Tillery gave a brief Trade Center Parking Garage update, stating the project had received a positive response and approval when on the City Council public forum on November 7, 2023.

ADJOURNMENT

With no further items of business to discuss, Chairman Jonathan Payne adjourned the meeting at 1:08 PM. The next regular meeting, which is normally held bimonthly on the fourth Thursday, every other month, will be held a week early on Thursday, February 22, 2023.


Jonathan Payne, Chairman
Columbus Iron Works Convention and
Trade Center Authority


Hayley Tillery, Executive Director
Columbus Georgia Convention and
Trade Center



**COLUMBUS GEORGIA
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND TRADE CENTER AUTHORITY
ELECTRONIC VOTE
JANUARY 5, 2024**

The Columbus Iron Works Convention and Trade Center Authority met on December 14, 2023, for a regular scheduled meeting. Due to the fact Finance Manager Nichole Lewis was unable to present the November 2023 Financial Report because of delayed reporting from the city, and in an effort to keep on schedule with reporting, it was discussed and agreed the report would be electronically forwarded once prepared. On January 5, 2023, Executive Director Hayley Tillery electronically forwarded the November 2023 Financial Report to the Authority for their review and approval. Upon review, Chairman Jonathan Payne made the motion to approve the November 2023 Financial Report as prepared. John Stacy seconded the motion which was unanimously carried by all members.

Authority Members Voting: Chairman, Jonathan Payne, Vice Chairman Carson Cummings, John Stacy, and Jessica Ferriter

Jonathan Payne, Chairman
Trade Center Authority

Hayley Tillery, Executive Director
Columbus, GA Convention and Trade Center

Chasity Hall Deppe, Secretary
Columbus GA Convention and Trade Center
Trade Center Authority



COLUMBUS GEORGIA CONVENTION AND TRADE CENTER FY 24 – OCTOBER 2023 FINANCIAL HIGHLIGHTS

R. Nichole Lewis

REPORT 1 – REVENUE SUMMARY

- October 2023, there were 58 event days with 21,925 attendees.
- Church of the Highlands was charged a total of \$56,367 for October 2023
- Top Events

October 2023		October 2022 (Last Year)	
Event	Total Revenue	Event	Total Revenue
Christmas Made in the South	\$48,739	Christmas Made in the South	\$43,883
COTH Sunday Service	\$40,492	COTH Sunday Service	\$39,943
Piedmont Columbus Regional Breast Cancer Awareness Luncheon 2023	\$30,558	Maneuver Center of Excellence (MCoE) Off-Site Conference	\$38,930

- F&B Revenue was \$141,413; Operations Revenue was \$167,236; Total revenue \$308,612.
- October 2022, there were 87 event days with 24,766 attendees and a total Revenue of \$425,820.

REPORT 2 – OCTOBER 2023 PROFIT & LOSS STATEMENT

- REVENUES
 - Operating Revenue
 - Catering Commission Revenue was \$0.
 - Client electrical usage was \$8,793.
 - Equipment Rental was \$18,644.
 - Space Rental was \$127,661.
 - Total Operating Revenue of \$167,236.
 - Tax/Other Source Revenue
 - Total Tax/Other Source Revenue is \$131,473.
 - Total Revenue of \$298,709 for October 2023.
- EXPENSES
 - Labor Cost
 - Total labor expenses were \$127,855.
 - Operating Expenses
 - Building maintenance was \$5,614.
 - Contractual services were \$11,564, this includes the boiler preventative maintenance, the additional trash service needs, and the regular monthly services we receive.
 - Convention services were \$3,116 for the extra security personnel that were used during Christmas Made in the South, this fee was charged to the client.
 - Utilities were \$36,527.
 - Total Operating Expenses were \$74,613.
 - Other Expenses
 - Total other expenses were \$30,541.
 - Total Expenses were \$233,010.
- NET PROFIT
 - Net Profit for October 2023 was \$65,700.

REPORT 3 – YEAR TO DATE 2023 PROFIT & LOSS STATEMENT**➤ REVENUES**

- Operating Revenue
 - Space Rental revenue is \$474,270.
 - Equipment Rental revenue is \$53,564.
 - Client Electrical Usage Fees is \$28,341.
 - Total Operating Revenue of \$747,482.
- Tax/Other Source Revenue
 - Total Tax/Other Source Revenue is \$493,595.
- Total Year to Date Revenues as of October 2023 is \$1,086,257.

➤ EXPENSES

- Labor Cost
 - Total labor expenses are \$470,125 for FY24.
- Operating Expenses
 - Repairs to the building are \$68,447.
 - Contractual services for the fiscal year are \$57,513.
 - Year to date Utilities costs are \$217,347, which is 58% of the total Operating Expenses.
 - Total Operating Expenses were \$375,530.
- Other Expenses
 - Total other expenses were \$120,146.
- Total Year to Date Expenses as of October 2023 is \$965,801.

➤ NET PROFIT

- Total Year to Date Revenues Net Profit as of October 2023 is \$120,456.

REPORT 4 – FY 2024 YTD FIVE YEAR COMPARISON**➤ Revenue**

- Space Rental is 27% higher than the 5- year average.
- Operating Revenue is 22% higher than the average.
- Total Revenue YTD is 8% higher than the average.

➤ Expenses

- Labor Costs are 25% higher than the 5-year average.
- Contractual Services are 1% lower than the average.
- Repairs and Maintenance to the Building is more than 100% higher than the average.
- Utilities are 19% higher than the average.
- Other expenses are 5% lower than the average.

➤ Net Profit

- Net Profit is 36% lower than the 5-year average.



COLUMBUS GEORGIA
CONVENTION & TRADE CENTER

COLUMBUS GEORGIA CONVENTION AND TRADE CENTER

FY 24 – NOVEMBER 2023 FINANCIAL HIGHLIGHTS

Item #3.

R. Nichole Lewis

REPORT 1 – REVENUE SUMMARY

- November 2023, there were 102 event days with 12,704 attendees.
- Church of the Highlands was charged a total of \$75,369 for November 2023
- Top Events

November 2023		November 2022 (Last Year)	
Event	Total Revenue	Event	Total Revenue
CTI Fall Conference	\$66,576	Meghna and Sunny Patel's Wedding	\$59,899
COTH Sunday Service	\$34,689	Leadership GA 50th Anniversary Gala	\$57,724
Fountain City Classic	\$24,270	Alpha Phi Alpha Fraternity, Inc. Georgia District Conference	\$57,863

- F&B Revenue was \$161,298; Operations Revenue was \$136,072; Total revenue \$297,370.
- November 2022, there were 102 event days with 11,820 attendees and a total Revenue of \$425,820.

REPORT 2 – NOVEMBER 2023 PROFIT & LOSS STATEMENT

➤ REVENUES

- Operating Revenue
 - Catering Commission Revenue was \$0.
 - Client electrical usage was \$6,561.
 - Equipment Rental was \$11,870.
 - Space Rental was \$114,135.
 - Total Operating Revenue of \$136,072.
- Tax/Other Source Revenue
 - Total Tax/Other Source Revenue is \$143,132.
- Total Revenue of \$279,204 for November 2023.

➤ EXPENSES

- Labor Cost
 - Total labor expenses were \$133,044.
- Operating Expenses
 - Building maintenance was \$7,897.
 - Contractual services were \$8,492.
 - Utilities were \$39,278.
 - Total Operating Expenses were \$60,975.
- Other Expenses
 - \$20,000 Capital Outlay expense is for the large chiller repair cost expensed over multiple months.
 - Total other expenses were \$25,541.
- Total Expenses were \$219,560.

➤ NET PROFIT

- Net Profit for November 2023 was \$59,644.

REPORT 3 – YEAR TO DATE 2023 PROFIT & LOSS STATEMENT**➤ REVENUES**

- Operating Revenue
 - Space Rental revenue is \$588,405.
 - Equipment Rental revenue is \$65,434.
 - Client Electrical Usage Fees is \$34,902.
 - Total Operating Revenue of \$728,734.
- Tax/Other Source Revenue
 - Total Tax/Other Source Revenue is \$636,727.
- Total Year to Date Revenues as of November 2023 is \$1,365,461.

➤ EXPENSES

- Labor Cost
 - Total labor expenses are \$603,169 for FY24.
- Operating Expenses
 - Repairs to the building are \$76,345.
 - Contractual services for the fiscal year are \$66,004.
 - Year to date Utilities costs are \$256,624.
 - Total Operating Expenses were \$436,505.
- Other Expenses
 - Total other expenses were \$135,933.
- Total Year to Date Expenses as of November 2023 is \$1,175,607.

➤ NET PROFIT

- Total Year to Date Revenues Net Profit as of November 2023 is \$189,855.

REPORT 4 – FY 2024 YTD FIVE YEAR COMPARISON**➤ Revenue**

- Space Rental is 27% higher than the 5- year average.
- Operating Revenue is 17% higher than the average.
- Total Revenue YTD is 9% higher than the average.

➤ Expenses

- Labor Costs are 26% higher than the 5-year average.
- Contractual Services are 7% lower than the average.
- Repairs and Maintenance to the Building is more than 92% higher than the average.
- Utilities are 19% higher than the average.
- Other expenses are 13% lower than the average.

➤ Net Profit

- Net Profit is 26% lower than the 5-year average.

CLIENT SURVEY SCORES AND CUSTOMER COMMENTS: OCTOBER 2023 (4 SURVEYS)

		EC	PLANNING	EVENT DAY	F&B	POST EVENT	OVERALL	COMMENTS: Verbal, Survey, or Email
August 25-26, 2023								
LABOR DAY BULLY SHOWCASE		PH	100.0	98.0	100.0	100.0	99.4	Everything was great. The coordinators were very professional and timely. Everything went smoothly. We did have issues with unloading, so if we can get cones or assistance with unloading at the back entrance to the South Hall in the future. Guest were very satisfied with food selections provided. Haley and Payten were and are a joy to work with. My team thanks you.
October 3, 2023								
BREAST CANCER AWARENESS LUNCH		HS	100.0	100.0	100.0	100.0	100.0	I always enjoy working with Hannah Skipworth on BCA Luncheon. Meetings and email communication are always timely. She makes things easy for me. It was also a pleasure to work with Lauren Woodall this year. She also makes things easy for me. I appreciate her recommendations, lunch was a hit this year. I look forward to working with them next year.
October 19, 2023								
YOUNG GAMECHANGERS FORUM		CP	96.7	96.0	100.0	92.5	96.3	Very easy to work with. The projector image was crooked on the screens and took quite a bit of adjustment to look acceptable for the event. Food service workers were very attentive and polite.
October 27-29, 2023								
CHRISTMAS MADE IN THE SOUTH		HNT	100.0	100.0	100.0	100.0	100.0	Perfect! The planning they do makes everything run smoothly during our show. Restrooms were very well maintained all weekend. Fried chicken sandwich was subpar, cheese burger was good, coffee was excellent. Entire staff worked hard all weekend. Very thankful for everyone who contributed
OVERALL AVERAGE SCORE			99.3	98.5	100.0	98.1	99.4	
CLIENT COMMENTS								

CLIENT SURVEY SCORES AND CUSTOMER COMMENTS: NOVEMBER 2023 (3 SURVEYS)

	EC	PLANNING	EVENT DAY	F&B	POST EVENT	OVERALL	COMMENTS: Verbal, Survey, or Email
November 4, 2023							
VALLEY GROVE FELLOWSHIP BANQUET	PH	100.0	100.0	100.0	97.5	99.4	Payten Hartshorne and Sara Grace Womack were exceptional.
November 9, 2023							
							There were a couple of minor pieces that were not set according to the drawings, however you all corrected it immediately. There was a lot of dirt/crumbs/food on the ground (prior to the event) that looked like it was from the day before. It appeared that the space was not vacuumed between or event and the previous one. Hayley is amazing!
November 18, 2023							
ITCH COLUMBUS	HT	100.0	94.0	97.5	97.5	97.3	Ms. Channin Pettit, Ms. Sarah Womack and all the excellent staff who serviced us during our 40th anniversary vow renewal were exceptional.
Brown Vow Renewal	CP	100.0	100.0	100.0	100.0	100.0	
OVERALL AVERAGE SCORE		100.0	98.0	99.2	98.3	98.9	
CLIENT COMMENTS							
CTI Fall Conference 11/15-17/2023							Four advisors sought out the main contact to tell her this was the best conference, best facility and best service...even better than Chick-fil-A!

OCTOBER 2023 SALES RECAP



MONTHLY REVENUE

Trade Center Revenue **\$167,236**

Total Revenue **\$308,670**

CITY WIDE IMPACT

(Sent from the Columbus Visitor's Bureau)

\$451,850

MONTHLY SALES

Does not include Catering Sales

ASSOCIATIONS / CONFERENCES

	Event Days	Sales
2023	7	\$21,739
2022	6	\$9,336

CIVIC

	Event Days	Sales
2023	20	\$5,232
2022	14	\$3,895

CONSUMER/ TRADE SHOWS

	Event Days	Sales
2023	13	\$63,987
2022	15	\$64,707

CORPORATE

	Event Days	Sales
2023	2	\$4,767
2022	2	\$5,016

MILITARY

	Event Days	Sales
2023	0	\$0
2022	5	\$28,924

RELIGIOUS

	Event Days	Sales
2023	9	\$54,318
2022	21	\$69,525

SIGNATURE EVENTS

	Event Days	Sales
2023	0	\$0
2022	0	\$0

SOCIAL

	Event Days	Sales
2023	5	\$7,092
2022	10	\$16,631

SPORTS/ ENTERTAINMENT

	Event Days	Sales
2023	0	\$0
2022	0	\$0

WEDDINGS

	Event Days	Sales
2023	2	\$7,303
2022	16	\$16,636



FY24 21,925

vs

FY23 24,766

FY24 October attendee count is down by 2,841 people compared to FY23.

YEARLY UPDATE

FY24 GOALS COMING SOON

SALES INQUIRIES

INQUIRIES **145**

CALL-INS **48**

WALK-INS **19**

PKR'S **64**

RFP'S **14**

CONTRACTS SENT

28

OVERALL SURVEY SCORE

100%

Based on 4 surveys

NOVEMBER 2023 SALES RECAP



MONTHLY REVENUE

Trade Center Revenue **\$136,072**

Total Revenue **\$289,534**

CITY WIDE IMPACT

(Sent from the Columbus Visitor's Bureau)

\$976,710

MONTHLY SALES

Does not include Catering Sales

ASSOCIATIONS / CONFERENCES

	Event Days	Sales
2023	5	\$26,785
2022	4	\$25,252

CIVIC

	Event Days	Sales
2023	12	\$5,659
2022	9	\$480

CONSUMER/ TRADE SHOWS

	Event Days	Sales
2023	3	\$6,929
2022	3	\$8,505

CORPORATE

	Event Days	Sales
2023	4	\$5,220
2022	8	\$8,107

MILITARY

	Event Days	Sales
2023	3	\$8,775
2022	0	\$0

RELIGIOUS

	Event Days	Sales
2023	70	\$64,618
2022	64	\$60,760

SIGNATURE EVENTS

	Event Days	Sales
2023	0	\$0
2022	0	\$0

SOCIAL

	Event Days	Sales
2023	4	\$9,625
2022	4	\$12,000

SPORTS/ ENTERTAINMENT

	Event Days	Sales
2023	0	\$0
2022	0	\$0

WEDDINGS

	Event Days	Sales
2023	2	\$4,334
2022	10	\$19,459



FY24 12,704

vs

FY23 11,820

FY24 November attendee count is up by 884 people compared to FY23.

YEARLY UPDATE

FY24 GOALS COMING SOON

SALES INQUIRIES

INQUIRIES **122**

CALL-INS **44**

WALK-INS **15**

PKR'S **57**

RFP'S **6**

CONTRACTS SENT

26

OVERALL SURVEY SCORE

99%

Based on 3 surveys

Conference/Convention Event Leads

Event Leads	FY24	FY25	FY26+
# of Events	3	15	8
Total Attendees	1,125	9,125	4,700
Total Rental Revenue	\$26,200	\$201,075	\$179,328

Leads Converted to Business

Event Month	Calendar Year	Fiscal Year	Attendees	Rental Revenue	Event Name
February	2024	FY24	1300	\$7,820	GA FBLA Middle School State Conference
April	2024	FY24	500	\$12,000	Creative South
June	2024	FY24	380	\$11,000	Safety in Our Schools Conference
August	2024	FY25	300	\$4,700	Rotary Conclave
September	2024	FY25	650	\$12,000	Georgia ASYD Conference (After School & Youth Development) 2024
December	2024	FY25	200	\$10,520	Georgia Transit Association 2024 Annual Conference

Fiscal Year 2024 (July 2023-June 2024)

Event Month	Calendar Year	Fiscal Year	Attendees	Rental Revenue	Event Name
March	2024	FY24	600	\$17,000	Georgia Association of Gifted Children Annual Conference
April	2024	FY24	325	\$5,200	2024 AWIM JetToy Competition
April	2024	FY24	200	\$4,000	GACCP Spring Meeting 2024

Fiscal Year 2025 (July 2024-June 2025)

Event Month	Calendar Year	Fiscal Year	Attendees	Rental Revenue	Event Name
August	2024	FY25	200	\$6,500	Georgia Grown Symposium
September	2024	FY25	500	\$6,400	Prevent Child Abuse Georgia Georgia State University
September	2024	FY25	350	\$7,800	Georgia Business Education Association Conference
October	2024	FY25	200	\$16,900	Georgia City County Management Association Fall Conference
November	2024	FY25	325	\$17,000	GRPA 2024 State Conference
November	2024	FY25	800	\$13,000	CTI Fall Conference
January	2025	FY26	350	\$11,200	Travel & Tourism Research Association's 2025 Marketing Outlook Forum
January	2025	FY26	200	\$4,000	GHSA Wrestling
February	2025	FY25	1750	\$24,605	Georgia Science Teachers Association Conference
February	2025	FY25	1300	\$7,820	GA FBLA Middle School State Conference
March	2025	FY25	1800	\$34,000	GA FCCLA State Leadership Conference
April	2025	FY25	300	\$1,500	Georgia Department of Corrections Education Training and Conference
April	2025	FY25	400	\$10,000	GA Association of Water Professionals
May	2025	FY25	400	\$7,250	Teacher of the Year Conference
May	2025	FY25	200	\$6,500	2025 ICJE Probate Court Judges' Spring Conference
May	2025	FY25	200	\$16,000	Georgia Chapter of Government Management Information Sciences (GA GMIS) Spring Conference
June	2025	FY25	400	\$25,800	2025 GASN Annual Statewide Conference

Fiscal Year 2026+ (July 2025+)

Event Month	Calendar Year	Fiscal Year	Attendees	Rental Revenue	Event Name
October	2025	FY26+	200	\$16,000	Georgia Chapter of Government Management Information Sciences (GA GMIS) Fall Conference
November	2025	FY26+	500	\$20,800	American College of Physicians Georgia Chapter- Annual Meeting
November	2025	FY26+	800	\$13,000	CTI Fall Conference
April	2025	FY26+	200	\$6,500	2026 ICJE Probate Court Judges' Spring Conference
May	2026	FY26+	1000	\$67,228	Libertarian Party Convention 2026
November	2026	FY26+	800	\$13,000	CTI Fall Conference
March	2027	FY26+	200	\$12,000	2027 Georgia Emergency Communications Conference
March	2027	FY26+	1000	\$30,800	Association of Southeastern Biologists 2027



COLUMBUS GEORGIA CONVENTION & TRADE CENTER

Overview of Recent Events

Date: December 14, 2023

Current Projects

- American Rescue Plan / SPLOST
 - Trade Center 2.25 million – HVAC System
 - Security Camera Project / Internet
- Bid Proposal for Trade Center parking garage.
- Trade Center carpet renovation

Completed Projects/Updates

Facilities:

October Completed Project List:

- Annual Sprinkler System Inspections and Fire Pump & Motor Performance Test by Fuller Fire & Safety
- Changed out Pillow Block Shaft Bearing with Pulley for Air Handler #13 by Trade Center Facilities Team
- Install code-compliant Electrical Connection box on Kitchen Vent Hood system
- Repair all broken Pipe & Drape uprights and crossbars (in-house)
- Repair Fountain Leaks (in-house)

November Completed Project List:

- Annual Generator PM's and Inspections for Standby Generators (Lighting) by Taylor Power Systems Company
- #1 Chiller Repair by 1st Mechanical Services
- New Water Management Services (Annual Contract) awarded to Superior Water Services to begin January 1, 2024

Employee Updates

Active Job Postings - TOTAL: 9 positions available

- Operations Full Time Custodians – advertised (1) positions.
- Operations Part-Time Event Attendants - advertised (2) positions.
- Facilities Full-Time – advertised (2) positions.
- Facilities Full-Time (temporary) processing candidate pool (3) positions
- Facilities Full-Time Maintenance Supervisor – processing candidate pool (1) position

Most Recent Hires - TOTAL: 7 positions

- Khalijah Dawson – Events Attendant (PT)
- Cayden Lovett – Events Attendant
- Christian Vanderson – Events Attendant
- Kevin Morgan – Events Attendant
- Sherrie Melton – Custodian
- Tarshia Gordon - Custodian
- Kimberly Smith – Night/Weekend Receptionist (PT)

Authority Meeting Agenda

- February 22nd, 2024 – Covering December and January months. November finances will need to be approved electronically.

801 FRONT AVENUE • P.O. BOX 1340 • COLUMBUS, GEORGIA 31902-1340 • (706) 327-4522 • FAX (706) 327-0162



COLUMBUS GEORGIA CONVENTION & TRADE CENTER

Annual PM's Performed During FY23-FY24

- 1) Annual Inspection of Eight (8) Elevators-Office of Insurance and Safety -Terry Kerlin
(Completed on June 15, 2023) Next Due Date: June 15, 2024
- 2) Annual Inspection of two (2) Escalators-Schindler Corporation
(Completed on June 15, 2023) Next Due Date: June 15, 2024
- 3) Annual PM's for Air Operable Walls-George F. Richardson, Inc.
(Completed on June 3, 2023) Next Due Date: June 3, 2024
- 4) Annual PM's on two (2) Lochnivar Armour Domestic Hot Water Boilers-Comfort Systems
(Completed on July 13, 2023) Next Due Date: July 13, 2024
- 5) Annual PM's on two (2) Lochnivar Armour Storage Tanks-Comfort Systems
(Completed on July 13, 2023) Next Due Date: July 13, 2024
- 6) Annual PM's on two (2) Lochnivar Armour Boilers-Comfort Systems
(Completed on July 13, 2023) Next Due Date: July 13, 2024
- 7) Annual PM's on two (2) Raypak Boilers-Comfort Systems
(Completed in July 13, 2023) Next Due Date: July 13, 2024
- 8) Annual Fire Extinguisher Inspection-Fuller Fire & Safety
(Completed on August 1, 2023) Next Due Date: August 1, 2024
- 9) Annual PM's Loading Dock Levelers-River City Door Company
(Completed on July 3, 2023) Next Due Date: July 3, 2024
- 10) Annual PM's Restaurant Fire Suppression Systems-Fuller Fire & Safety
(Completed in January, 2023) (Completed Semi-Annual on July 31, 2023 Next Due Date: January, 2024)
- 11) Annual Backflow Prevention Tests-Fuller Fire & Safety
(Completed on June 7, 2023) Next Due Date: June 7, 2024
- 12) Annual Inspection Testing of Water Based Fire Protection Systems (Dry & Wet) Fuller Fire & Safety
(Completed on June 7, 2023) Next Due Date: June 7, 2024

- 13) Annual Fire Alarm Inspection-Fuller Fire & Safety
(Completed on March 16, 2023) Next Due Date: March 16, 2024
- 14) Annual Fire Safety Inspection Report-Fuller Fire & Safety **(Completed on June 5, 2023) Next Due Date: June 5, 2024**
- 15) Annual Sprinkler System Inspection and Fire Pump & Motor Performance Test-Fuller Fire & Safety
(Completed on October 16, 2023) Next Due Date: October 16, 2024
- 16) Annual Fire Overhead Testing and Inspection-River City Door Company
(Completed on August 7, 2023) Next Due Date: August 7, 2024
- 17) Annual Generator Inspections-Taylor Power Systems (Taylor Power Systems)
(Completed November 15-16, 2023 & December 5, 2023) Next Due Date: November 15-16, 2024)
- 18) Annual Skirt Inspections on Escalators-Schindler Corporation
(Completed on August 2, 2023) Next Due Date: August 2, 2024



**COLUMBUS GEORGIA
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND TRADE CENTER AUTHORITY
ELECTRONIC VOTE
JANUARY 16, 2024**

The Columbus Iron Works Convention and Trade Center Authority held an electronic vote on January 16, 2024, following an email received by Executive Director Hayley Tillery seeking approval to reenter into a multi-year contract with CVENT, the diagraming software company used by the facility. Hayley reported that the Trade Center had been with CVENT for several years and the current contract with the company was due to expire at the end of the month. Hayley added that she had been in negotiations with CVENT and supplied the members with a breakdown of charges, which would save the facility \$13,098 over the next 5 years. Upon review, Chairman Jonathan Payne made the motion to approve the 5-year contract with CVENT as summarized by Executive Director Hayley Tillery, that would go into effect January 31, 2024. Craig Burgess seconded the motion which was carried unopposed.

Authority Members Voting: Chairman, Jonathan Payne, Vice Chairman Carson Cummings, and Craig Burgess

Jonathan Payne, Chairman
Trade Center Authority

Hayley Tillery, Executive Director
Columbus, GA Convention and Trade Center

Chasity Hall Deppe, Secretary
Columbus GA Convention and Trade Center
Trade Center Authority



**COLUMBUS GEORGIA
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND TRADE CENTER AUTHORITY
ELECTRONIC VOTE
FEBRUARY 8, 2024**

The Columbus Iron Works Convention and Trade Center Authority held an electronic vote on February 8, 2024, following an email received by Executive Director Hayley Tillery. Hayley reported to the Authority that for a few years the broadband infrastructure (fiber and Wi-Fi) for the facility had not been very reliable. Continuing that post pandemic, the issue has become even more critical with almost every client wanting to offer some type of hybrid experience for their attendees. Furthermore, Lightspeed Data Link, the facility's current wireless provider gave notification that soon, they would no longer be able to provide their service. Hayley added that The Trade Center needs to modernize the wired and wireless network, including structured cable and Wi-Fi upgrades. This modernization would allow for a much-needed increase in bandwidth to each of the meeting spaces and help ensure reliability and business continuity. The modernization would further help increase cyber security within the location by modernizing the wireless infrastructure to enterprise-grade hardware; this would allow these locations to be protected from any type of cyber security event. Hayley stated that she had been fighting hard for the city to provide funding for this upgrade with funds from the American Rescue Plan that can only be allocated to broadband infrastructure. Adding, if the city does not use these funds within a certain time period, they will lose all of this funding. The cost of this type of infrastructure would be \$864,933.40. After several meetings with the City IT's Department, the funds have been awarded to cover all except \$164,993.40. Executive Director Hayley Tillery asked the Authority's permission to consider using the facilities Reserve Fund to complete this project knowing that it is an imperative need for the facility, and this will be the only time the city will cover a majority of the cost, saving the Trade Center \$699,940. Plus, after this project is complete, the facility will no longer be paying a \$1,200 monthly bill to an internet provider.

Upon review, Chairman Jonathan Payne made the motion to approve releasing the additional reserved funds of approximately \$165K needed for the necessary networking upgrades to the Trade Center, as described by Executive Director Hayley Tillery. Vice Chairman Carson Cummings seconded the motion which was carried unopposed.

Authority Members Voting: Chairman, Jonathan Payne, Vice Chairman Carson Cummings, and John Stacy

Jonathan Payne, Chairman
Trade Center Authority

Hayley Tillery, Executive Director
Columbus, GA Convention and Trade Center

Chasity Hall Deppe, Secretary
Columbus GA Convention and Trade Center
Trade Center Authority



**COLUMBUS GEORGIA
CONVENTION & TRADE CENTER**


**COLUMBUS IRON WORKS CONVENTION AND TRADE CENTER AUTHORITY
FEBRUARY 22, 2024**

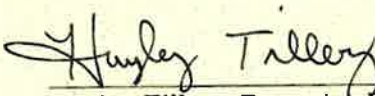
The Columbus Iron Works Convention and Trade Center Authority met in executive session on February 22, 2024, following the regular monthly meeting to discuss a personnel matter.

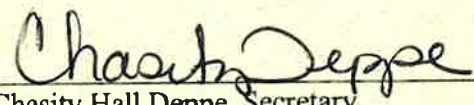
Authority Members Present: Chairman, Jonathan Payne, Vice Chairman Carson Cummings, Jessica Ferriter and John Stacy

Authority Member Absent: Craig Burgess

During this executive session the Authority voted on and approved a merit increase of 15% for Executive Director Hayley Tillery, to be implemented during the first pay period of March 2024. The motion was forwarded by John Stacy, seconded by Carson Cummings, and passed with unanimous approval. Another point of discussion was that moving forward the annual review period would be held in August, to better align with the fiscal year end of the Trade Center.


Jonathan Payne
2024.02.28
07:25:01 -05'00"
Jonathan Payne, Chairman
Trade Center Authority
Center


Hayley Tillery, Executive Director
Columbus, GA Convention and Trade


Chasity Hall Deppe, Secretary
Columbus GA Convention and Trade Center
Trade Center Authority



**The Liberty Theatre & Cultural Arts Center
Advisory Board Minutes
November 15, 2023**

Meeting called to order at 11:36am

Lisa Goodwin Deputy City Manager, Interim Director Columbus Civic Center: welcomed everyone, introduced herself and introductions were made around the room.

Present: Civic Center Staff- Troy Vanerson, Kanise Wiggins, Jennifer Babin, Valencia Evans, Nixon Paterson, and Josaland Hardwick.

Board Members Present: Delois Marsh, Arreasha Lawrence, Cletus Richardson, Fernando Verdree, Ku'Wonna Ingram, and Evelyn Woodson.

Board Members Absent: Gloria Strode, Carolyn Star-Rose, Terrance Flowers, Arsburn "Oz" Roberts, Dr. Shikha Shah

Others Present: Isaiah Hugley City Manager, Skip Henderson Mayor, Pam Hodge Deputy City Manager, Johnny Harp Facilities Manager, Allen____ Assistant Facilities Manager, Will Johnson Planning Manager, Neil Clark Architect, of Hecht Burdeshaw Architects, Inc.

Lisa Goodwin- How did we get here. Lisa spoke about the City's journey of taking ownership of the Liberty Theatre and how it will be managed.

Isaiah Hugley- Welcomed everyone and thanked them for stepping up to this board. The architect will speak and show you plans. He cautioned everyone against taking pictures or live streaming and or putting anything on social media or out to the public by any means. Nothing has been approved by the Mayor or City Council. These meetings are to get ideals for the architect to work with and bring back to the table. Once agreed we will move forward with getting approved.

Pam Hodge- Discussed the funding for the repairs of the Liberty Theatre and Liberty District.

Neil Clark- Gave presentation of Ma Rainey House, The Liberty Theatre and Liberty District. Everyone participated in giving different ideals for the project. Mr. Clark will come back with other plans for view.

The Board Member in attendance were sworn into office by the Mayor and Evelyn "Mimi Woodson was nominated as 1st Chair and Oz Roberts as Vice Chair. A vote was made and confirmed.

There was a discussion on how often the board would meet, it was confirmed that the next meeting would January 8th. The time will be determined later.

Meeting adjourned 1:10pm

Respectfully submitted,

Rae McConnell

Rae McConnell, Board Secretary



**The Liberty Theatre & Cultural Arts Center
Advisory Board Minutes
January 10, 2024**

Mimi Woodson called the meeting to order at 2:02pm

November 15, 2023, minutes approved.

Board Members Present: Delois Marsh, Gloria Strode, Carolyn Star-Ross, Terrance Flowers, Fernando Verdree, Ku'Wonna Ingram, Dr. Shikha Shah, and Evelyn Woodson.

Board Members Absent: Arsburn "Oz" Roberts, Arreasha Lawrence, and Cletus Richardson.

Present: Civic Center Staff- Lisa Goodwin, Troy Vanerson, Kanise Wiggins, Jennifer Babin, Valencia Evans, and Josaland Hardwick.

Others Present: Johnny Harp Facilities Manager, Allen Minton, Assistant Facilities Manager

Lisa Goodwin, Interim Director/Deputy City Manager:

- Discussed an issue that was brought to the attention of the Clerk of Council's office regarding Oz Roberts who was elected as the Vice-Chair of the Board but was not yet sworn in. We have confirmed that he could not vote without being sworn in but could be elected. Just wanted to clarify this observation.
- Neil Clark Architect, of Hecht Burdeshaw Architects, Inc. could not be here today. The plan for today was for Neil to share the concept again and get more in detail with the Board on their thoughts. Because he did not show, we will get more in detail with this at the next meeting. Lisa Goodwin provided copies of the concept drawing for the boards information that was shared by Neil at the first meeting.

Mimi Woodson, Board Chair:

- Opened the floor for discussion on agenda items.
- Gloria Strode, Board Member, suggested the board wait and come back when the Architect could be at a meeting.
- There was some discussion about the layout, logo, vision and mission statement.
- Terrance Flowers, Board Member, suggested the board visit other venues as well.

Civic Center staff introductions.

Meeting adjourned 1:02pm

Respectfully submitted,

Rae McConnell

Rae McConnell, Board Secretary

File Attachments for Item:

. MAYOR'S APPOINTMENT- ANY NOMINATION MAY BE CONFIRMED FOR THIS MEETING:

HOUSING AUTHORITY OF COLUMBUS:

Linda Hadley

(Mayor's Appointment)

Eligible to succeed

Term Expires: April 30, 2024

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

COUNCIL APPOINTMENT- READY FOR CONFIRMATION:

ANIMAL CONTROL ADVISORY BOARD: Ms. Ethelyn W. Riley was nominated to succeed Mr. Raymond Culpepper. *(Councilor Garrett's nominee)* Term expires: April 11, 2026

ANIMAL CONTROL ADVISORY BOARD: Ms. Courtney Pierce *(PAWS Humane Society Representative)* was nominated to serve another term of office. *(Councilor Cogle's nominee)* Term expires: April 11, 2026

COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Mary B. Garcia

(Council District 7- Cogle)

Ineligible (city employee)

Term Expires: March 27, 2024

VACANT

(Council District 2- Davis)

Term Expires: March 27, 2024

Virginia Dickerson

(Council District 3- Huff)

Not Eligible to succeed

Term Expires: March 27, 2024

Councilor Cogle is nominating Ms. Brandy Tolbert to succeed Ms. Mary B. Garcia.

Members appointed by Council shall serve for two-year terms and members appointed by Mayor shall serve for three-year terms. Board Meets quarterly.

COUNCIL’S CONFIRMATION – RECOMMENDATION FROM ORGANIZATIONS / AGENCIES:

UPTOWN FACADE BOARD:

Cesar Bautista

Open for Nominations

Uptown Business Improv. Dist Rep.

(Council’s Appointment)

Seat declared vacant

Term Expires: October 31, 2026

Uptown Business Improvement District is recommending Ms. Rachel Kelly to fill the unexpired term of Mr. Cesar Bautista.

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

Women: 5

Senatorial District 15: 8

Senatorial District 29: 3

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

HISTORIC & ARCHITECTURAL REVIEW BOARD:

Rev. Curtis West

Open for Nominations

Liberty Theatre & Cultural Arts Center Bd Rep.

(Council's Appointment)

No longer a resident of Muscogee County

Term Expired: January 31, 2024

In accordance with Ordinance 24-012, this seat is slated for a member serving on the Liberty Theatre & Cultural Arts Center Advisory Board.

DEVELOPMENT AUTHORITY OF COLUMBUS:

Geniece Granville

Open for Nominations

Eligible to succeed

(Council's Appointment)

Term Expires: April 30, 2024

Travis Chambers- Interested in serving another term

Open for Nominations

Eligible to succeed

(Council's Appointment)

Term Expires: April 30, 2024

Selvin Hollingsworth

- Interested in serving another term

Open for Nominations

Eligible to succeed

(Council's Appointment)

Term Expires: April 30, 2024

Charles Sheffield- Interested in serving another term **Open for Nominations**

Eligible to succeed **(Council's Appointment)**

Term Expires: April 30, 2024 **Heath Schondelmayer** **Open for Nominations**

Not Eligible to succeed **(Council's Appointment)**

Term Expires: April 30, 2024

The terms are four years. Meets monthly.

Women: 5

Senatorial District 15: 2

Senatorial District 29: 3

HOSPITAL AUTHORITY OF COLUMBUS:

Cynthia Williams Jordan

Open for Nominations

Seat declared vacant **(Council's Nomination)**

Term Expires: November 14, 2024

**The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.*

The term is three years. Board meets monthly with the exception of November and December.

Women: 2

Senatorial District 15: 5

Senatorial District 29: 3

PERSONNEL REVIEW BOARD:

Dr. Shanita Pettaway

(Alternate Member 5)

Resigned

Term Expired: December 31, 2022

Open for Nominations

(Council's Appointment)

Mayor Pro Tem Allen is nominating Ms. Natalie McDowell to fill the expired term of Dr. Shanita Pettaway.

The term is three years. Board meets monthly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 4

LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD

Board Roster

□
Gloria Strode

1st Term Aug 15, 2023 - Aug 14, 2025

Appointing Authority Council
Senatorial District SD-15

□
Arreasha Z Lawrence Bryant

1st Term Aug 15, 2023 - Aug 14, 2025

Appointing Authority Council
Senatorial District SD-29

□
Cleteus D Richardson

1st Term Aug 15, 2023 - Aug 14, 2025

Appointing Authority Council
Senatorial District SD-29

□
Fernando C Verdree

1st Term Aug 15, 2023 - Aug 14, 2026

Appointing Authority Council
Position Certified Public Accountant Rep.
Senatorial District SD-15

□
Carolyn Ross

1st Term Aug 15, 2023 - Aug 14, 2026

Appointing Authority Council
Senatorial District SD-15

□
Terrence D Flowers

1st Term Aug 15, 2023 - Aug 14, 2026

Appointing Authority Council
Senatorial District SD-15

□ **Shikha Shah**

1st Term Aug 15, 2023 - Aug 14, 2027

Appointing Authority Council
Senatorial District SD-29

□ **Evelyn "Mimi" Woodson**

1st Term Aug 15, 2023 - Aug 14, 2027

Appointing Authority Council
Senatorial District SD-15

□ **Delois Dee Marsh**

1st Term Aug 15, 2023 - Aug 14, 2027

Appointing Authority Civic Center Director
Rec./ Council's Confirmation
Senatorial District SD-15

□ **Arsburn "Oz" Roberts**

1st Term Aug 15, 2023 - Aug 14, 2027

Appointing Authority Civic Center Director
Rec./ Council's Confirmation
Senatorial District SD-29

□ **Kuwonna M Ingram**

1st Term Aug 15, 2023 - Aug 14, 2027

Appointing Authority Council
Senatorial District SD-15

**Columbus Consolidated Government
Board Appointments – Action Requested**

4. MAYOR'S APPOINTMENT- ANY NOMINATION MAY BE CONFIRMED FOR THIS MEETING:

A. HOUSING AUTHORITY OF COLUMBUS:

Linda Hadley

(Mayor's Appointment)

Eligible to succeed

Term Expires: April 30, 2024

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

5. COUNCIL APPOINTMENT- READY FOR CONFIRMATION:

A. ANIMAL CONTROL ADVISORY BOARD: Ms. Ethelyn W. Riley was nominated to succeed Mr. Raymond Culpepper. *(Councilor Garrett's nominee)* Term expires: April 11, 2026

B. ANIMAL CONTROL ADVISORY BOARD: Ms. Courtney Pierce *(PAWS Humane Society Representative)* was nominated to serve another term of office. *(Councilor Cogle's nominee)* Term expires: April 11, 2026

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

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Mary B. Garcia

(Council District 7- Cogle)

Ineligible (city employee)

Term Expires: March 27, 2024

VACANT

(Council District 2- Davis)

Term Expires: March 27, 2024

Virginia Dickerson

(Council District 3- Huff)

Not Eligible to succeed

Term Expires: March 27, 2024

Councilor Cogle is nominating Ms. Brandy Tolbert to succeed Ms. Mary B. Garcia.

Members appointed by Council shall serve for two-year terms and members appointed by Mayor shall serve for three-year terms. Board Meets quarterly.

7. COUNCIL'S CONFIRMATION – RECOMMENDATION FROM ORGANIZATIONS / AGENCIES:

A. UPTOWN FACADE BOARD:

Cesar Bautista

Uptown Business Improv. Dist Rep.

Seat declared vacant

Term Expires: October 31, 2026

Open for Nominations
(Council's Appointment)

Uptown Business Improvement District is recommending Ms. Rachel Kelly to fill the unexpired term of Mr. Cesar Bautista.

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

Women: 5

Senatorial District 15: 8

Senatorial District 29: 3

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

A. HISTORIC & ARCHITECTURAL REVIEW BOARD:

Rev. Curtis West

Liberty Theatre & Cultural Arts Center Bd Rep.

No longer a resident of Muscogee County

Term Expired: January 31, 2024

Open for Nominations
(Council's Appointment)

In accordance with Ordinance 24-012, this seat is slated for a member serving on the Liberty Theatre & Cultural Arts Center Advisory Board.

B. DEVELOPMENT AUTHORITY OF COLUMBUS:**Geniece Granville***Eligible to succeed*

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)**Travis Chambers-** Interested in serving another term*Eligible to succeed*

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)**Selvin Hollingsworth-** Interested in serving another term*Eligible to succeed*

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)**Charles Sheffield-** Interested in serving another term*Eligible to succeed*

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)**Heath Schondelmayer***Not Eligible to succeed*

Term Expires: April 30, 2024

Open for Nominations
(Council's Appointment)*The terms are four years. Meets monthly.***Women: 5****Senatorial District 15: 2****Senatorial District 29: 3****C. HOSPITAL AUTHORITY OF COLUMBUS:****Cynthia Williams Jordan***Seat declared vacant*

Term Expires: November 14, 2024

Open for Nominations
(Council's Nomination)****The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.****The term is three years. Board meets monthly with the exception of November and December.*

Women: 2
Senatorial District 15: 5
Senatorial District 29: 3

D. PERSONNEL REVIEW BOARD:

Dr. Shanita Pettaway
(Alternate Member 5)

Resigned

Term Expired: December 31, 2022

Open for Nominations
(Council's Appointment)

Mayor Pro Tem Allen is nominating Ms. Natalie McDowell to fill the expired term of Dr. Shanita Pettaway.

The term is three years. Board meets monthly.

Women: 3
Senatorial District 15: 5
Senatorial District 29: 4