

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

John M. House
Bruce Huff

R. Walker Garrett
Toyia Tucker

Judy W. Thomas
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

January 24, 2023
5:30 PM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Dr. Valerie Thompson, Revelation Missionary Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

- [1.](#) Approval of minutes for the January 3, 2023 Council Meeting.

PROCLAMATION:

- Proclamation:** Four Chaplains Sunday

Receiving: American Legion Post 35

RESOLUTION

- [3.](#) Gertrude "Ma" Rainey, Mother of the Blues

A resolution honoring local music legend, Gertrude "Ma" Rainey, upon the occasion of her posthumous receipt of the Lifetime Achievement Award from the Recording Academy.

PRESENTATION:

- 4.** Audit Report on Public Works (Presented by Donna McGinnis, Internal Auditor/Compliance Officer)
- 5.** Audit, Animal Care and Control Center (Presented by Elizabeth Barfield, Forensic Auditor)

CITY ATTORNEY'S AGENDA

ORDINANCES

- 1.** **1st Reading-** REZN-11-22-2066: An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 1200 / **1226 6th Avenue** (parcel # 018-009-005 / 0T18-009-004A) from LMI (Light Manufacturing / Industrial) Zoning District to UP (Uptown) Zoning District. Planning Department and PAC recommend approval. (Councilor Cogle)
- 2.** **1st Reading-** REZN-11-22-2067: An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **1947 Wynnton Road** (parcel # 184-019-001A) from RO (Residential Office) Zoning District to GC (General Commercial) Zoning District. Planning Department and PAC recommend approval.) (Councilor Huff)
- 3.** **1st Reading-** REZN-11-22-2068: An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to change certain boundaries of a district located at **8215 Cooper Creek Road** (parcel # 080-001-004) from RO (Residential Office) Zoning District to SFR1 (Single Family Residential 1) Zoning District. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)
- 4.** **1st Reading-** REZN-11-22-2069 An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **4030 Veterans Court** (parcel # 072-010-028) from RO (Residential Office) Zoning District with conditions to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)
- 5.** **1st Reading-** REZN-11-22-2070: An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **6330 Lynridge Avenue** (parcel # 071-009-003) from SFR3 (Single Family Residential) Zoning District to RO (Residential Office) Zoning District with conditions. (Planning Department and PAC recommend approval with conditions.) (Councilor Davis)
- 6.** **1st Reading-** REZN-11-22-2158: An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia to add certain definitions and provide standards for various uses. (Planning Department and PAC recommend approval.) (Mayor Pro Tem)

7. 1st Reading- REZN-11-22-2184: An ordinance amending the Unified Development Ordinance (UDO) of the Columbus Code to revise the text of certain sections of Chapter 4 Article 9 – Short-Term Rentals. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

8. 1st Reading- An ordinance providing for the demolition of various structures located at:

- 1) 2947 Schatulga Road (Linda Brantly Hood & Virginia S Hood, Owner)
- 2) 931 5th Avenue (Luel LLC, Owner)
- 3) 615 8th Street (Lula Lunsford Huff et al, Owner)
- 4) 926 Lawyers Lane (926 Lawyers Lane LLC, Owner)
- 5) 4110 2nd Avenue (Arguello Victor Manwell Rodriguez, Owner)
- 6) 2501 Hamilton Road (Joan Dannelly, Owner)
- 7) 21 Mathews Street (George Kebe Jr, Owner)

and for demolition services for the Inspections and Code Department in accordance with the attached Tabulation of Bid sheet. (Mayor Pro-Tem)

9. 1st Reading- An ordinance amending the new Classification and Pay Plan for the Consolidated Government (as adopted by Ordinance 22-045) to establish step-based career ladder advancement provisions for Official Superior Court Reporters; authorizing up to \$15,000.00 in transcript page charges per fiscal year when authorized by a Superior Court Judge; adopting Policies and Procedures for Court Reporters; and for other purposes. (Mayor Pro Tem)

RESOLUTIONS

10. A resolution authorizing the Columbus Water Works to accept a \$8,869,800 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Request of Columbus Water Works)

11. A resolution authorizing the Columbus Water Works to accept a \$11,230,200 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Request of Columbus Water Works)

12. A resolution authorizing the Columbus Water Works to accept a \$7,526,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Request of Columbus Water Works)

13. A resolution authorizing Sunday sales of alcoholic beverages at all on-premises locations within Columbus on Sunday February 12, 2023. (Councilor Cogle)

PUBLIC AGENDA

1. Mr. Jack Rosenhammer, Re: The state of hockey in Columbus.
2. Ms. Lisa Pyburn, Re: Homelessness, illegal dumping, arson and infrastructure.
3. Mrs. Lori Greeff, Re: ARP Grant.

CITY MANAGER'S AGENDA

1. Power Easement Request from Georgia Power

Approval is requested to enter into a Power Easement to be in the vicinity of the “Follow Me Trail” pedestrian bridge crossing Victory Drive for Georgia Power to replace a power pole on city property and re-route underground service in said area in preparation to cross Victory Drive, underground.

2. Event Coordinators, Inc. Agreement

Approval is requested to enter into a five-year Agreement with Event Coordinators, Inc. Contract dates March 29, 2024, through April 9, 2028. The current contract expires April 16, 2023. Event Coordinators, INC provides the annual Spring Fling Carnival which generates around \$60,000 annually.

3. Lease Agreement – Fox Community Center: 3720 5th Avenue, Columbus, Georgia 31904 – U-Grow Inc.

Approval is requested to enter into a lease agreement with U-Grow Inc. to lease space at the Fox Community Center located at 3720 5th Avenue, Columbus, Georgia 31904. The Columbus Consolidated Government will lease at the rate of \$1.00 per annum, being a sum of \$3.00 prior to the commencement of the initial lease and subsequent renewals.

4. \$10,000 Donation from Flint Energies Foundation Grant for Muscogee County Sheriff's Office

Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for tools and equipment.

5. Apply for Additional Funds from METRA's FY23 FTA Sec. 5339 Formula Grant

Approval is requested for the City Manager to apply and accept a \$331,352 amendment to the FY23 FTA Sec. 5339 Formula Grant and amend the Transportation Fund for the awarded amount. The funds will be used to replace 2 paratransit buses for METRA Transit System's Dial-A-Ride service and to procure additional bus support amenities.

6. Georgia Trauma commission – Georgia Trauma Care Network

Approval is requested to apply for and accept a grant in the amount of \$7659.60, or as otherwise awarded, from the Georgia Trauma Commission – Georgia Trauma Care Network Commission, with no local match required and amend the Multi-Government Fund by the award amount. The grant funds will be used to purchase equipment that will be used to better equip Columbus Fire and EMS in the treatment of trauma patients.

7. Atlanta Humane Society – Capital Improvement Grant

Approval is requested to submit and accept an animal welfare grant from \$10, 000 - \$30,000 from the Atlanta Humane Society. This grant will pay for capital improvements to the facility. If granted an outside Animal Washing Station and Meet and Greet Area will be created.

8. FY23- FY24 – Solicitor General Crime Victim Assistance Grant

Request to accept a Federal VOCA (Victims of Crimes Act) Grant in the amount of \$201,950 or as otherwise awarded from the Georgia Criminal Justice Coordinating Council for the Solicitor General's Victim Assistance Program.

9. 2022-23 Victims of Crime Act (VOCA) Base Grant

Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$408,804 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia along with \$102,201 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget to provide funding for Crime Victim Assistance in the Chattahoochee Judicial Circuit from October 1, 2022 to September 30, 2023.

10. 2022-23 Victims of Crime Act (VOCA) Compensation Grant

Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$50,049 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia, along with \$12,512 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget.

11. State Criminal Alien Assistance Program Grant Application

Approval is requested for the City Manager, the Mayor, or their designee to apply for and accept the State Criminal Alien Assistance Program (SCAAP) grant from the U.S. Department of Justice for Fiscal Year 2023, in the amount of \$30,000 to \$35,000, or as otherwise awarded, with no local match required, and amend the SCAAP project budget by the amount of the award.

12. PURCHASES

A. Bus Vacuum System – RFB No. 22-0012

B. Collection Services for Returned Checks – Res. No. 25-17

C. Upgrade of Juvenile Court Case Management System (JCATS)

13. UPDATES AND PRESENTATIONS

- A.** Tax Commissioner update – Lulu Huff, Tax Commissioner
- B.** River Valley Regional Commission Update - Jim Livingston, River Valley Regional Commission Executive Director
- C.** NCDA Audrey Nelson Award- Kim Mitchell, Assistant Director, Community Reinvestment
- D.** FY 2024 HUD Grant Cycle Announcement- Kim Mitchell, Assistant Director, Community Reinvestment

BID ADVERTISEMENT

January 25, 2023

1. Dumpster/Roll Off Container Rental and Servicing (Annual Contract) – RFB No. 23-0016

Scope of Bid

The Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide dumpsters/roll-off containers on a rental basis, to include servicing the equipment on an “as needed” basis. Services will be procured both during the week and on weekends.

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

2. Risk Management Information System – RFP No. 23-0006

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide a Risk Management Information System (RMIS). The RMIS will communicate with the Workers Compensation and Accident Reporting systems currently in use to produce reports that will enable Risk Management Staff to work with other City Departments in an effort to reduce accidents and injuries.

January 27, 2023

1. Workplace Ergonomics Training and Consulting Services (Annual Contract) – RFP No. 23-0005

Scope of RFP

Columbus Consolidated Government is requesting proposals for workplace ergonomics training and consulting services for the Risk Management Program. The successful firm shall assist with development of an ergonomics policy and provide training services on an-as needed basis.

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

January 30, 2023

1. Workers' Compensation Claims Management Services (Annual Contract) – RFP No. 23-0020

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals to provide workers' compensation claim management services to its workforce of approximately 3000 employees in various occupations, ranging from public safety to field force to administrative positions. The services shall commence on March 1, 2024.

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

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

- 1.** RESOLUTION - A resolution excusing Councilor Jerry "Pops" Barnes from the January 24, 2023 Council Meeting.
- 2.** Travel Authorization Request for Councilor Joanne Cogle to attend the Newly Elected Officials Training in March of 2023.
- 3.** **Minutes of the following boards:**

457 Deferred Compensation Board, October 20, 2022

Board of Tax Assessors, #39-22

Board of Zoning Appeals, December 7, 2022

Building Authority of Columbus, June 29, 2022

Civic Center Advisory Board, May 19, July 21 & September 15, 2022

Convention & Visitors Board of Commissioners, November 16, 2022

Employees' Pension Fund, Board of Trustees, August 10 & September 14, 2022

Historic & Architectural Review Board, September 12, October 11 & November 14, 2022

Keep Columbus Beautiful Commission, January 11, 2023

Medical Center Hospital Authority, April 27, 2022

Planning Advisory Commission, October 5 & December 7, 2022

Retiree Health Benefits Committee, February 16, May 18, August 17 & November 16, 2022

River Valley Regional Commission, October 26 & December 7, 2022

BOARD APPOINTMENTS - ACTION REQUESTED

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

A. **PUBLIC SAFETY ADVISORY COMMISSION:**

Pete Temesgen

(Mayor's Appointment)

Vacant seat

Term Expires: October 31, 2023

Mayor Henderson is nominating Mr. Chuck McClure to succeed Judge Pete Temesgen

5. **COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:**

A. **LAND BANK AUTHORITY:** Ms. Lauren Chambers was nominated to succeed Mr. Tyler Pritchard. *(Councilor Davis' nominee)* Term expires: October 31, 2026

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

A. **COMMUNITY DEVELOPMENT ADVISORY COUNCIL:**

John Partin - Interested in serving another term

(District 6- Allen)

Eligible to succeed

Term Expired: March 27, 2022

These are three-year terms. Board meets the months of February, May, September and December.

B. RECREATION ADVISORY BOARD:

Lonnie Boyd

(District 1- Barnes)

Seat declared vacant

Term Expires: December 31, 2025

Councilor Barnes is nominating Ms. Lane Ogletree-Battle to succeed Mr. Lonnie Boyd.

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

A. BUILDING AUTHORITY OF COLUMBUS:

Vincent Allen

Resigned

Term Expires: March 24, 2023

Open for Nominations
(Council's Appointment)

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

Women: 3

Senatorial District 15: 2

Senatorial District 29: 3

B. COLUMBUS AQUATICS COMMISSION:

David Helmich

Not Eligible to succeed

Term Expired: June 30, 2022

Open for Nominations
(Council's Appointment)

Bruce Samuels

Not Eligible to succeed

Term Expired: June 30, 2022

Open for Nominations
(Council's Appointment)

VACANT

Term Expired: June 30, 2022

Open for Nominations
(Council's Appointment)

Councilor Cogle is nominating Ms. Jensen Melton for the vacant seat.

These are two-year terms. Meets monthly.

Women: 2

Senatorial District 15: 3

Senatorial District 29: 3

C. PERSONNEL REVIEW BOARD:

Dr. Shanita Pettaway

(Alternate Member 5)

Resigned

Term Expired: December 31, 2022

Open for Nominations
(Council's Appointment)

The terms are three years. Board meets monthly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 3

D. TREE BOARD:

Chris Henson

Environmental Advocacy Representative

Does not desire reappointment

Term Expired: July 1, 2022

Open for Nominations
(Council's Appointment)

Troy Keller

Educator Seat

Not eligible to succeed

Term Expired: December 31, 2020

Open for Nominations
(Council's Appointment)

Frank Tommey

Residential Development Seat

Not eligible to succeed

Term Expired: December 31, 2020

Open for Nominations
(Council's Appointment)

These are four-year terms. Meets as needed.

Women: 5

Senatorial District 15: 5

Senatorial District 29: 6

UPCOMING BOARD APPOINTMENTS:

- A.** Board of Zoning Appeals (Council Appointment)
- B.** Building Authority of Columbus (Mayor and Council Appointments)
- C.** Commission on International Relations & Cultural Liaison Encounters (Mayor and Council Appointments)
- D.** Civic Center Advisory Board (Mayor and Council Appointments)
- E.** Crime Prevention Board (Mayor Appointments)
- F.** Historic & Architectural Review Board (Council Appointment)
- G.** Planning Advisory Commission (Council Appointment)

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

File Attachments for Item:

1. Approval of minutes for the January 3, 2023 Council Meeting.

COUNCIL OF COLUMBUS, GEORGIA
CITY COUNCIL MEETING
MINUTES

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

January 3, 2023
9:00 AM
Regular Meeting

M A Y O R ' S A G E N D A

PRESENT: Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen (via Microsoft Teams) and Councilors Jerry "Pops" Barnes, Joanne Cogle, Charmaine Crabb, Glenn Davis, R. Walker Garrett (via Microsoft Teams), John M. House, Bruce Huff, Judy W. Thomas, and Toyia Tucker. City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

The following documents have been included as a part of the electronic Agenda Packet: (1) 2023 Internal Audit Update Presentation; (2) Jail Update Presentation

The following documents were distributed around the Council table: (1) United Way of the Chattahoochee Valley Presentation; (2) Fatherhood Conversation Event Flyer

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

INVOCATION: Offered by Dr. Buddy Cooper from Saint Paul United Methodist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

OATHS OF OFFICE ADMINISTERED BY SUPERIOR COURT JUDGE GIL MCBRIDE:

1. Mayor B. H. "Skip" Henderson, III
2. Councilor Clairmont J. Barnes – District 1
Councilor Charmaine Crabb – District 5
Councilor Joanne Cogle – District 7
Councilor Judith W. Thomas – District 9 At-Large

OATH OF OFFICE ADMINISTERED BY SUPERIOR COURT JUDGE BEN RICHARDSON:

3. Councilor Bruce Huff – District 3

MINUTES

4. Approval of minutes for the December 13, 2022 Council Meeting and Executive Session. Councilor Barnes made a motion to approve the minutes, seconded by Councilor House and carried unanimously by the ten members of Council.

CITY ATTORNEY'S AGENDA

ORGANIZATIONAL MEETING

1. **Resolution (001-23):** A resolution appointing a Mayor Pro-Tem for a term of two years. Councilor Thomas made a motion to nominate R. Gary Allen to serve another term as Mayor Pro Tem, seconded by Councilor Crabb and carried unanimously by the ten members of Council. (*NOTE: This item was called up as the next order of business as listed on the City Attorney's Agenda Item 1)*)

2. **Resolution (002-23):** A resolution appointing a Clerk of Council for a term of two years. Councilor Huff made a motion to nominate Sandra T. Davis to serve another term as Clerk of Council, seconded by Councilor Davis and carried unanimously by the ten members of Council. (*NOTE: This item was called up as the next order of business as listed on the City Attorney's Agenda Item 2)*)

3. **Resolution (003-23):** A resolution appointing a Deputy Clerk of Council for a term of two years. Councilor Huff made a motion to nominate Lindsey McLemore to serve another term as Deputy Clerk of Council, seconded by Councilor Davis and carried unanimously by the ten members of Council. (*NOTE: This item was called up as the next order of business as listed on the City Attorney's Agenda Item 3)*)

Note: Mayor Henderson announced that there would be a brief ten-minute break in the meeting with the time being 9:26 a.m. The meeting reconvened at 9:35 a.m.

MAYOR'S AGENDA (continued)

PRESENTATION:

5. Update from the Internal Auditor Department (Presented by Donna McGinnis, Director of the Internal Auditor Department)

Internal Auditor Director Donna McGinnis approached the rostrum to provide an update on the status of internal audits that have been requested. She provided a plan of action to address the pending audits, audits currently in progress, and how to address departments that have not been audited in five to ten years.

CITY ATTORNEY'S AGENDA

ORDINANCE

4. **Ordinance (23-001) - 2nd Reading-** An ordinance amending Ordinance No. 22-045 which adopted a new Classification and Compensation Plan for The Consolidated Government to revise Section 13 pertaining to education incentive pay; and for other purposes. (Mayor Pro-Tem) Councilor Crabb made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the ten members of Council.

RESOLUTIONS

5. **Resolution (004-23):** A resolution commending Elizabeth Barfield for her work as Forensic Auditor. (Councilor Davis) **Councilor Glenn Davis** read the resolution in its entirety. Councilor Davis then made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members of Council.

Councilor Glenn Davis stated for the record, he was told by numerous law enforcement officials that they would not have had a case without the work of Ms. Elizabeth Barfield.

6. **Resolution (005-23):** A resolution commending Nancy Boren for overseeing a successful year of elections. (Councilor Davis) **Councilor Glenn Davis** read the resolution in its entirety into the record. Councilor Davis then made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the ten members of Council.

PUBLIC AGENDA

1. Ms. Pat Frey, representing United Way / Home For Good, Re: The upcoming 2023 Muscogee / Russell Point in Time Count.
2. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Gentrification, evictions and access to affordable housing.
3. Mr. Marvin Broadwater, Sr., representing State of Georgia Organization of Omega Psi Phi Fraternity, Re: An announcement of Fatherhood Conversation, on January 19, 2023 (6:00 p.m - 7:00 p.m.)
4. Mr. John Scott, Re: The Columbus Police Department.

CITY MANAGER'S AGENDA

1. Best Buy Easement Release

Resolution (006-23): A resolution authorizing the City Manager to execute a quit claim deed to release the permanent access easement at 2925 Manchester Expressway for Kadie the Cow. Councilor Crabb made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members of Council.

2. Uptown Columbus – City Chattahoochee River Park Management Lease Agreement Renewal

Approval is requested to authorize the City Manager to renew the lease agreement with Uptown Columbus, Inc., for management and operation of the Chattahoochee River Park. Councilor Cogle made a motion to delay the resolution, seconded by Councilor Tucker and carried unanimously by the ten members of Council.

Councilor Davis made a motion for a performance audit by the Internal Auditor, seconded by Councilor Crabb and carried unanimously by the ten members of Council.

Councilor Davis made a motion to extend the existing contract for ninety days, seconded by Councilor Huff and carried unanimously by the ten members of Council.

REFERRAL(S):

FOR THE CITY MANAGER:

- Would like to see performance data on this contract since it has been held for ten years. (*Request of Councilor Davis*)
- Information on economic impact, creation of jobs, and proof of insurance. (*Request of Councilor Crabb*)

3. Enterprise Zone: SUNSOUTH PROPERTIES LLC, 1301 Victory Drive

Resolution (007-23): A resolution authorizing the approval of the request for Sunsouth Properties, LLC., a new store located at 1302 Victory Drive, to receive tax abatements under the State of Georgia Enterprise Zone Act. Councilor Davis made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

Planning Director Will Johnson approached the rostrum to explain the project.

4. 2023 Legislative Agenda – Add On:

- Georgia Open Records Act – Disclosure of Job Applications

Approval is requested of the add on resolution for the 2023 Legislative Session of the Georgia General Assembly requesting that the local delegation to the Georgia General Assembly introduce statewide legislation to prohibit disclosure of job applications to local governments under the open records act until the position applied for has been filled.

5. PURCHASES

A. Membership Dues for Georgia Municipal Association

Resolution (008-23): A resolution authorizing payment to Georgia Municipal Association (GMA), in the amount of \$43,749.49, for 2023 membership dues for the City of Columbus, Georgia. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

B. Contract Extension for Security Surveillance Equipment – Public Works and Miscellaneous Locations (Annual Contract) – RFP No. 16-0006

Resolution (009-23): A resolution authorizing the extension of the security surveillance equipment – Public Works & miscellaneous locations contract with AdaptToSolve, Inc. (LaGrange, GA) for an additional three-month period. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

C. Household Hazardous Waste Sorting and Disposal Services (Annual Contract)– RFP No. 23-0004

Resolution (010-23): A resolution authorizing the execution of a contract with MXI Environmental services, LLC (Abingdon, VA) to provide household hazardous waste sorting and disposal services. The Public Works Department budgets \$40,000 annually for these services. Councilor House made a

motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

D. Repair of Bulldozer for Public Works

Resolution (011-23): A resolution authorizing payment to Yancey Brothers (Fortson, GA), in the amount of \$65,465.16, for the repair of a 2018 Caterpillar D6T Bulldozer, Vehicle #11299. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

E. Fire Apparatus Repair – Engine 9 for Public Works/Fire & EMS

Resolution (012-23): A resolution authorizing payment to Cummins Sales and Service (Detroit, MI/Albany, GA Branch), in the amount of \$34,253.14, for the repair of a 2017 E-One Fire Apparatus, Engine 9 – Vehicle #3629. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

F. Customization Services for the Court Management System

Resolution (013-23): A resolution authorizing the execution of the agreement for customization services for the court management system from Tyler Technologies (Dallas, TX) in the amount of \$98,115.00. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

G. Madvac LN50 Diesel All-Terrain Litter Vacuum for METRA – Sourcewell Contract Cooperative Purchase

Resolution (014-23): A resolution authorizing the purchase of one (1) Madvac LN50 Diesel all terrain litter vacuum from Environmental Products Group, Inc. (Apopka, FL) in the amount of \$75,505.00. The purchase will be accomplished by cooperative purchase, via Sourcewell Contract #093021-EXP. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

H. Service Contract for Various Types of Transmissions for METRA (Annual Contract) - RFB No. 23-0020

Resolution (015-23): A resolution authorizing the execution of annual contracts with Reliable Transmission Service, Inc. (Conley, GA) and Peterbilt of Atlanta, LLC (Jackson, GA) to repair and rebuild transmissions for METRA Transit System. The services will be procured on an as-needed basis. METRA Transit System budgets \$50,000.00 annually for the services. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

I. Amendment 5 for Construction Manager as General Contractor Services for Columbus Government Center Complex - RFQ No. 20-0002

Resolution (016-23): A resolution authorizing the execution of Amendment 5 with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., in the amount of \$77,000.00 for costs associated with constructing a full-size mock-up of the future judicial center courtrooms.

Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

Deputy City Manager Pam Hodge approached the rostrum to explain the item, she explained several mock-ups were built on the various courtrooms that would be in the new Judicial Center. She stated all the judicial parties visited these mock-ups December 16 - 23, 2022 to view how the courtrooms would be setup, and they will come back after alterations are made to view them again. In response to a question, she stated this was part of the original contract, but it was not able to come before Council due to the change in meeting schedule.

City Manager Isaiah Hugley explained this was already part of the original bid and the money was included in the original contract. He stated this request is just like what is done with ARP funding, approval would be asked for money to be expended out of the original project budget.

Inspections & Code Director Ryan Pruett approached the rostrum to share the importance of mock-up courtrooms to allow judicial parties to have an opportunity to share the needs of their specific offices and to provide input on the setup.

J. Three (3) 2022 Ford F-150 Trucks for Sheriff's Office

Resolution (017-23): A resolution authorizing the purchase of three (3) 2022 Ford F150 XL, 4x2 Supercrew Cab, with 5.5 ft. box 145-inch WB Trucks from Rivertown Ford (Columbus, GA) as follows: one (1) at a unit cost of \$45,431.44; one (1) at a unit cost of \$45,927.44; and one (1) at a unit cost of \$46,646.44; for a grand total of \$138,005.32. These are new vehicles. Councilor House made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the ten members of Council.

6. **UPDATES AND PRESENTATIONS**

A. Jail Update - Pam Hodge, Deputy City Manager of Finance, Planning & Development

Deputy City Manager Pam Hodge approached the rostrum to provide an update on the Muscogee County Jail. She provided information on an assessment conducted in 2022 by Jericho Design Group, LLC, which outlined the current condition of the facility. She stated the assessment found that most facility components are at the end of life, the exterior brick veneer is failing, ceilings, floors and walls need replacement, and there being a need for upgraded electronic security.

BID ADVERTISEMENT

January 11, 2023

1. **Dumpster/Roll Off Container Rental and Servicing (Annual Contract) – RFB No. 23-0016**

Scope of Bid

The Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide dumpsters/roll-off containers on a rental basis, to include servicing the equipment on an “as needed” basis. Services will be procured both during the week and on weekends.

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

January 20, 2023

1. Workplace Ergonomics Training and Consulting Services (Annual Contract) – RFP No. 23-0005

Scope of RFP

Columbus Consolidated Government is requesting proposals for workplace ergonomics training and consulting services for the Risk Management Program. The successful firm shall assist with development of an ergonomics policy and provide training services on an-as needed basis.

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

2. Risk Management Information System – RFP No. 23-0006

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide a Risk Management Information System (RMIS). The RMIS will communicate with the Workers Compensation and Accident Reporting systems currently in use to produce reports that will enable Risk Management Staff to work with other City Departments in an effort to reduce accidents and injuries.

CLERK OF COUNCIL’S AGENDA

ENCLOSURES - ACTION REQUESTED

1. Minutes of the following boards:

Animal Control Advisory Board, October 31, 2022

Board of Tax Assessors, #37-22 and #38-22

Development Authority of Columbus, October 13, 2022

Housing Authority of Columbus, September 28, 2022

Councilor House made a motion to receive the minutes of various boards, seconded by Councilor Crabb and carried unanimously by the nine members present, with Councilor Barnes being absent for the vote.

2. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

A. HISTORIC & ARCHITECTURAL REVIEW BOARD: Ms. Marjorie “Mollie” Smith was nominated to fill the unexpired term of Mr. Fred Greene as the Historic District Resident (*resigned*). (*Councilor House’s nominee*) Term expires: January 31, 2024. Councilor Davis made a motion for confirmation, seconded by Councilor Huff and carried unanimously by the nine members present, with Councilor Barnes being absent for the vote.

B. UPTOWN FACADE BOARD: Ms. Libba Dillon was nominated to fill the unexpired term of Mr. Jud Richardson (*resigned*). (*Councilor Woodson’s nominee*) Term expires: October 31, 2024. Councilor Tucker made a motion for confirmation, seconded by Councilor House and carried unanimously by the ten members of Council.

3. **COUNCIL APPOINTMENTS- VOTE TABULATION:**

A. **ANIMAL CONTROL ADVISORY BOARD:**

A nominee for the seat of Patricia Montgomery (*Resigned*) for a term that expires on October 15, 2023, on the Animal Control Advisory Board (*Council's Appointment*). Previously Councilor Crabb nominated Alexander Caldwell and Mayor Pro Tem Allen nominated Stephen Waters for the seat of Patricia Montgomery. Councilor Crabb withdrew her nomination of Mr. Caldwell and made a motion to confirm the appointment of Stephen Waters, seconded by Councilor Tucker and carried unanimously by the ten members of Council.

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

A. **BUILDING AUTHORITY OF COLUMBUS:**

A nominee for the seat of Vincent Allen (*Resigned*) for a term that expires on March 24, 2023, on the Building Authority of Columbus (*Council's Appointment*). There were none.

B. **COLUMBUS AQUATICS COMMISSION:**

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

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.

A nominee for a vacant seat for a term that expired on June 30, 2022, on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

C. **LAND BANK AUTHORITY:**

A nominee for the seat of Tyler Pritchard (*Does not desire reappointment*) for a term that expired on October 31, 2022, on the Land Bank Authority (*Council's Appointment*). Councilor Davis nominated Lauren Chambers to succeed Tyler Pritchard on the Land Bank Authority.

D. **PERSONNEL REVIEW BOARD:**

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

E. **TREE BOARD:**

A nominee for the seat of Chris Henson (*Does not desire reappointment*) for a term that expired on July 1, 2022, as the Environmental Advocacy Representative, on the Tree Board (*Council's Appointment*). There were none.

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

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

PUBLIC AGENDA (continued)

4. Mr. John Scott, Re: The Columbus Police Department.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Thomas to adjourn the January 3, 2023, Regular Council Meeting, seconded by Councilor Davis and carried unanimously by the eight members present, with Councilors Huff and Tucker being absent for the vote, and the time being 1:22 p.m.

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

File Attachments for Item:

3. Gertrude “Ma” Rainey, Mother of the Blues

A resolution honoring local music legend, Gertrude “Ma” Rainey, upon the occasion of her posthumous receipt of the Lifetime Achievement Award from the Recording Academy.

A RESOLUTION
NO. _____

WHEREAS, Often called the “Mother of the Blues,” Ma Rainey was known for her deep-throated voice and mesmerizing stage presence that drew packed audiences and sold hit records in the early twentieth century. Also a songwriter, her lyrics and melodies reflected her experiences as an independent, openly bisexual African-American woman;

WHEREAS, Ma Rainey was born Gertrude Malissa Nix Pridgett in Columbus, Georgia, on April 26, 1886. Her parents, Thomas and Ella (Allen) Pridgett, were minstrel performers, and Rainey displayed a talent for singing at a young age and began performing as a teenager. She made her debut with the Bunch of Blackberries revue at the Springer Opera House in Columbus. She then began singing with traveling vaudeville acts in tent shows, honky-tonks, and carnivals;

WHEREAS, Rainey, the “Mother of the Blues,” was influential for bridging the traditions of vaudeville and authentic Southern blues. The blues descended from the call-and-response storytelling songs of West Africa. Captive Africans passed them down through the generations while enslaved in the Western Hemisphere. Rainey’s strong voice and style of singing also fueled her success. A vibrant stage presence, she was known for her gold teeth, flashy clothing and jewelry, and establishing a personal connection with her audiences;

WHEREAS, Rainey’s cultural legacy is profound. She was a mentor to the legendary blues singer Bessie Smith. Rainey is credited with inspiring later singers including Dinah Washington, Big Mama Thornton, and Janis Joplin. Her story inspired famed playwright August Wilson’s 1982 play, Ma Rainey’s Black Bottom, which takes its title from Rainey’s 1927 song of the same name (which in turn refers to the black bottom dance trend of the 1920s). The play was a Broadway success and was recently adapted as a film;

WHEREAS After a long career of touring and over 100 recordings with Paramount, Ma Rainey moved to her 5th Avenue home in Columbus in the early 1930’s to retire. She was inducted into several halls of fame including the Blues Foundation’s Hall of Fame in 1983, the Rock and Roll Hall of Fame in 1990, the Georgia Music Hall of Fame in 1992, and the Georgia Women of Achievement in 1993. She was commemorated by the U.S. Postal Service for her achievements in 1994 with a stamp in her honor.

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

This Council celebrates the legacy of Ma Rainey and her contributions to music.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 24 day of January, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting _____
Councilor Barnes voting _____
Councilor Cogel voting _____
Councilor Crabb voting _____
Councilor Davis voting _____
Councilor Garrett voting _____
Councilor House 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:

4. Audit Report on Public Works (Presented by Donna McGinnis, Internal Auditor/Compliance Officer)

Transitional Internal Audit of the Public Works Department

Presented by: Donna L. McGinnis, CPA, CFE- Internal Auditor/Compliance Officer

1

2

Audit Authorization

- ▶ The audit was authorized by City Council on February 8, 2022.

3

Audit Process

- Authorization of Audit
- Development of Audit Program
- Entrance Conference With Auditee
- Conduct of Fieldwork

Audit Process (Continued)

- Preparation of Draft Audit Report
- Exit Conference with Auditee
- Auditee Response
- Preparation of Final Audit Report
- Presentation to City Council

Audit Scope

- Organizational Structure of the Public Works Department
- Operations
- Inventory and Assessment of Vehicles, Capital Equipment, & Facilities
- Financial Position

Audit Scope (Continued)

- Employee Verification & Position Description Review
- Administrative and Financial Operations
- Business Continuity Plan & Employee Succession Plan

Audit Activity and Observations

- Touring of the Recycling Center, cemetery and landfill properties as well as Fleet Maintenance, Rainwater Management, Street Maintenance, Animal Control, Facilities Maintenance, Driver's Training, Community Service & Administration.
- Met the team from the NAPA Store, which is managed on-site within Fleet Maintenance.
- Have visited the city-wide inventory area and found the area well-maintained and stocked with commonly used products.
- In touring Animal Control, observed that due to staff shortages, hours of operation had been modified, but also noticed that current fostering was alleviating capacity problems, and that financial sponsors had been secured to fund several dog kennels.

Audit Activity and Observations

- In Rainwater Management it was noted that Stormwater funding is largely spent on repairs and remediation as new infrastructure has been supported by Engineering purchases.
- Payroll testing occurred, with no discrepancies noted.
- Within Community Service, it was noted that due to the limited availability of probationers, along with limited full-time staffing, it was noted that the litter hotspot list which involves the patrol of 96 main roads often is not completely addressed each month. The volume of 311 work orders continues to increase, and as a result, only about half of the hotspot list is addressed each month.
- Within Fleet Maintenance, vehicle records were reviewed and found to be in good order- titles, registration records and departmental maintenance records are maintained in an orderly manner.

Audit Activity and Observations

- Advantage Budgetary reporting was reviewed for the most recently completed 3 fiscal years, with overruns associated with the use of Outside Vendors and Contractors in Fleet and Facilities Maintenance.
- Following a review of Animal Control, it appears that the CAC could benefit from ARP or other grant funding that may be used to expand our available runs, which would maximize our capacity and possibly minimize or eliminate euthanasia.

Audit Findings

- ▶ Payroll administration was confirmed to be functioning very well.
- ▶ In a 3-year review of budgetary performance, there had previously been budget overruns in the maintenance of capital equipment. It was noted that once Fleet Maintenance was more fully staffed, costs were then contained with repairs handled by our Fleet team, rather than relying on Outside Vendors. Fixed asset records were also well maintained.
- ▶ Within Integrated Waste, it was determined that the currently monthly rate of \$18 does not cover the cost of the provision of this service. Studies over the last few years have identified costs as high as \$24-25 monthly.

Audit Findings (Continued)

- ▶ Rates are not yet established for supplemental bins or carts requested by service addresses, or for requested handicapped services.
- ▶ Upon review of the cost of the Amwaste contract, steps to bring the collection activity in-house have merit. The initial contract funding came from Landfill Reserve funds and will need to be replenished.
- ▶ Due to the deteriorating availability of skilled prisoner or probationer labor, our liability has increased and related legal claims are on the rise.

Audit Findings (Continued)

- As a result of a strict adherence to the 4-year degree requirement for division leadership positions, there are several long-term vacancies at the helm of several skilled trade divisions.
- Aged capital equipment remains in service well beyond expected useful lives, with employees persevering, keeping assets in service.
- We are running out of available cemetery plots for indigent residents who may need them.

Audit Findings (Continued)

- As a result of recent staff shortages and departures, Facilities Maintenance is no longer able to provide skilled staff support at the Muscogee County Jail or at the City Service Center. Additionally, when staff has been insufficient, it's been necessary to more increasingly rely upon outside vendors or contractors, incurring additional expenses.
- Driver's Training/Risk Management doesn't have a well- developed succession plan, with one FTE serving city-wide. At a minimum, standards require instruction and testing to be conducted by two different qualified individuals. A couple of additional employees have been identified for training in the area though additional budgetary positions do not yet exist. Third-party testing is also an unavailable option at the present time.
- The developing Public Works- GIS team was running on budget resources drawn from several other divisions. The work unit is providing unique services not otherwise available from Engineering –GIS or Emergency Management or Homeland Security.

Audit Recommendations

- A degree preferred or “and/or” policy would provide important latitude in hiring decisions, resolving long-vacant leadership positions in those Public Works divisions that rely heavily upon skills in the technical trades.
- The acquisition of Cemetery Management software would be helpful considering the scarcity of available plots on our current properties.
- In response to scarce cemetery plot options, a cemetery policy revision should address the criteria for indigent services, providing additional policy guidance re: cremation options and mausoleum accommodations.

Audit Recommendations (Continued)

- ▶ A rate study should be approved, addressing the true cost of Waste Collection services, with a review of the monthly rate, along with a supplemental cost for handicapped services, or a second cart or bin provided at a service address. The action should also involve the development of a process for the ordering of supplemental bins at an address.
- ▶ A Capital Equipment Replacement Plan should be developed and funded, as most heavy equipment has a 5-year life, with a supportive request reflected in the FY24 budget submission.
- ▶ A 3-person team should be established, via the FY24 budget process, in the Driver's Training/Risk Management Office. While there has been some in-house development of additional teammates, the work area has an insufficient succession plan at the present time. Along with this action, it would be important to return to the provision of third-party driver's testing.

Audit Recommendations (Continued)

- Challenging employee retention issues can be additionally addressed by reviewing and addressing the pay grade disparities between necessary CDL employees and our experienced skilled technical trade personnel.
- The Public Works- GIS Team would benefit from the establishment of their own budgetary division in future budgets, as their current funding is coming from funding pulled from several other Public Works operating divisions. This small team would benefit from additional specialized training, as well as upgraded software.
- As the quality and availability of prison labor has diminished since the early days of the COVID pandemic, the additional liability and related legal action is on the rise. In response to this concern, it is recommended that we staff our own CCG Waste Collection Team, which would allow us to more effectively implement automated services without relying on the Amwaste contract.

Auditee Response

- ▶ Drale Short, Public Works Director has responded, with additional supplemental notes re: the audit findings and recommendations and thanked the auditor for her thorough efforts to assist Public Works divisions, identifying recommendations that will assist the Public Works team.

Questions

- ▶ Are there any questions from City Council or Executive Management regarding this report?



Columbus Consolidated Government

Georgia's First Consolidated Government

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

**Internal Audit of
Public Works Department
January 24, 2023**

AUDIT AUTHORIZATION

This departmental audit was authorized by City Council on February 8, 2022, in response to a request for audit by former Forensic Auditor Donna McGinnis. The audit began on March 30, 2022, with the audit completed by Internal Auditor/Compliance Officer Donna McGinnis.

BACKGROUND

The Department of Public Works strives to serve the community by providing street and road maintenance, storm drainage, environmental enforcement, urban forest maintenance, waste disposal and maintenance of city owned properties in a safe and efficient manner, which is sensitive to the environment. The department is committed to doing its part to enhance the high quality of life for the current and future generations. The department consists of 458 full & part-time employees, and also relies upon the availability of inmate labor.

LEADERSHIP

Public Works Director Drale Short leads the department, accompanied by Deputy Director Michelle L. Brown-Mang. They are augmented by divisional leadership in various functional areas. Interim Division Manager Contreana Pearson heads Animal Control, Division Manager Marc C. Holmes heads Cemeteries, Division Manager Ralph Blakely heads Community Service, Safety Coordinator Johnny Floyd heads Driver Training, Division Manager Johnny Harp heads Facilities Maintenance, Deputy Director/Fleet Manager Andrea Owens heads Fleet Maintenance, Integrated Waste Manager Matt Dolan and Division Manager Carl Nunley and Assistant Division Managers James Mang and Aaron Thomas head the Integrated Waste Division, Supervisor Brandon Hatcher heads the Internal Services-GIS Team, Division Manager Tommy Beauchamp heads Rainwater Management, Acting Manager David Pate heads Street Maintenance and Acting Manager Darrell Meadows heads the Urban Forestry & Beautification Division. The Department Director reports to the Deputy City Manager of Operations.

AUDIT SCOPE

The audit scope is intended to address all material aspects of the Public Works Department. Material aspects included, but were not limited to: organizational structure, policies and procedures, internal controls, cash handling process, strategic planning, payroll, equipment, inventories, budgetary control, management continuity plan, training and participation in regional, statewide and national professional organizations.

AUDIT PROCESS

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

FIELDWORK ACTIVITIES

Fieldwork began with payroll testing in which payroll distribution of the period ended March 25, 2022 was tested against time records and payroll system reporting and no discrepancies were noted. Activities then proceeded to each of the functional areas as noted below:

Within Rainwater Management, it was noted that Rainwater's share of Stormwater Funding is spent on repairs and remediation, as Engineering generally has spent their share of the funding source on new infrastructure. It was noted that the Division Manager had participated in available Advantage courses and was carefully managing the budget performance of his division. It was also noted that recently ambitious, re-classified employees had felt penalized in our recent Pay Study.

Within Integrated Waste, it was noted that there have been rate studies conducted noting that our current monthly rate of \$18 doesn't cover the cost of service provision, and that monthly rate should be adjusted to better reflect true costs. Also, discussed the intent to move beyond reliance on our current Amwaste agreement, with Public Works directly providing the service.

It was also noted that when making any decisions re: rate changes, it would be important to identify the rate to be charged for the issuance of a 2nd bin or cart for service addresses, as well as a rate for handicapped services. It was noted that the four-year degree requirement had led to quite a few long-empty positions in this division and across the department. It was also noted that we are in compliance with the State of Georgia re: landfill management, inclusive of the Landfill Reserve for the perpetual care of closed landfills. Reserve funds were initially used to fund the Amwaste agreement, and those funds should be replenished in the future.

It was additionally noted that if the intent is to directly provide waste collection services, without purchasing automated services under the Amwaste agreement, it would be necessary to hire the employees that are necessary to provide service to the growing number of service routes. At the present time, we ideally need 104 inmates to help with service delivery, and as recently as December 2022, were often only receiving about 50 inmates for scheduling. The COVID pandemic has disrupted inmate availability. Also, in previous years, the inmates were generally older adults who had previous work history, and they could earn parole credit for doing a quality job. The current inmate is often 18 or 19 years old with little work experience, and is no longer afforded the opportunity for parole credit. Inmate labor is, as a result, increasingly coming with liability attached, and there has been legal action associated with employing inmate labor on our service routes. It would be desirable to replace inmate labor with employees on service routes.

Within Community Service, it was noted that the workforce business model relies upon the availability of inmates & probationers to address an average of 2,000 work orders per year. The COVID pandemic has had an impact upon the availability of both inmates and probationers. At the height of the pandemic, local area non-profits had largely discontinued their use of inmates and probationers in their activities which resulted in less competition for these workers, and as a result, it was then easier for our Community Service division to get them scheduled. As much of the crisis has eased, the competition is back, and we sometimes have difficulty scheduling needed probationers. Generally, they are available on Saturdays as some have other employment Monday-Friday. Most of the Community Service work effort involves the completion of work orders generated through the 3-1-1 Office, but they additionally are responsible for addressing a litter hotspot list monthly, covering the patrol of 96 main roads. Due to lack of staffing available, and the growth of Columbus, only about half of the hotspot list gets completely addressed for litter each month. Most work assignments involve litter or trash pick-up or the cutting of city lots.

In Street Maintenance, it's noted that they have had key vacancies over lengthy periods of time associated with the 4-year degree requirement. Seasoned employees with credentials in the technical trades don't qualify for leadership opportunities due to the 4-year degree requirement. There were noted examples of previous hiring in which a degreed division leader was recruited from outside of CCG-Public Works and had not proven to be a successful hiring or organizational fit. It was noted that we do maximize the state and federal funding support for our roadways, but we also are required to maintain our match for those funds. Replacement of aged capital equipment has become a budgetary stress point- they have generally sought to make a request for only one specific piece of aged equipment one year, following in the next year with a replacement request list of several less expensive purchases the following year. It was also noted that the winter months pose additional challenges for the Streets Maintenance Division.

The potential for a light dusting of snow or "black ice" event further wears on the condition of our roadways, and as a result, following a tough winter, there's often more street repair, resurfacing and pothole repair. Additionally, it was noted that in some treacherous situations, the Street Maintenance Division is notified that they need to address highway conditions before CCG Public Safety employees can safely return to the streets in service to the community.

In Urban Forestry & Beautification, it was noted that the division hasn't been able to fill its leadership role as we're seeking both a 4-year degree and Urban Forestry certification. We have some employees who are degreed, and some who have completed the rigorous Urban Forestry certification, but we don't currently have a seasoned employee in the division with both the degree & certification. Pay study inequities & compensation rates and "burnout" were cited as the causes of a number of recent employee departures. This division is responsible for the care of right of way and common areas, and an increasing number of community roundabouts.

Within Animal Control, staffing shortages are so significant that hours of operation have been adjusted, opening at noon daily. It was noted that 5 employees had left Animal Control in the past, at a point when it was feared that Animal Control employees would no longer be considered CCG employees but would be joining the Paws payroll. The potentially impacted employees didn't want to jeopardize CCG benefits, or service time in the pension system.

It was found that the relatively new leadership at Paws Humane Society is working very effectively and efficiently, supporting Animal Control activities. This collaboration hadn't been as effective under previous Paws leadership. Inflationary times have added to not only diminished donor support at Paws, but there has been an increase in the number of abandoned pets, as a result of rising family evictions from rental properties in Columbus.

Animal Control obtains financial sponsors for kennel crates when possible, works collaboratively with Paws on fostering and adoption events, and also schedules "Meet & Greet" events to further encourage adoptions involving families who already have a pet in their home. There are some owner recoveries when a pet has been picked up by Animal Control, and there are grace periods in which owner recovery fees are waived. It was noted that possibly through ARP funding or other grant sources, there might be an opportunity to expand our runs, possibly eliminating or minimizing euthanasia. The vast majority of dogs at Animal Control are Pit Bull mixed breeds, with a few identified as aggressive. There is a bit of a stigma re: "aggression" associated with the Pit Bull breed and as a result, these dogs tend to have more of an adoption struggle than other breeds. During field visits, several of the Pitties were found to have very sweet dispositions.

Within Fleet Maintenance, in working with the business office, 3 years of departmental budgetary performance was reviewed, and a significant number of fixed assets were confirmed across the department. We had one drive-by asset confirmation day followed by a make-up day, along with additional confirmations of scrapped & auctioned items. With the development & implementation of recently established Standard Operating Procedures, there has been a significant reduction in the amount of fleet service activity that has been contracted with outside vendors. Nearly all budgeted positions are currently filled, and the team is now certified to handle most work on site.

Fleet records on vehicles were found to be in good order, and departments are now being notified when their vehicles are due for preventive maintenance. This notification program was recently launched. Outside fleet service providers are now only used following an evaluation and referral from Fleet Maintenance which will result in budgetary savings. This division is also home to a well-stocked NAPA store, and is also responsible for a \$2 million inventory of products that are requested and used city-wide such as COVID masks, Lysol products, paper products, cleaning products, etc. Records in the inventory area were found to be in good condition as well.

In the Cemeteries division, it was learned that we are running out of capacity for the traditional burial of indigent persons. There is currently a recommendation to acquire additional land for a future cemetery through the use of ARP funding, however, we may still run out of available plots before land is acquired. It will likely be necessary to change or enhance the criteria for those seeking indigent status, and we will likely need to develop a policy that addresses the use of cremation services, or mausoleum accommodation options. It was additionally learned that the acquisition of upgraded cemetery management software would be helpful in the management of the dwindling number of available plots available.

Within Facilities Maintenance, the tasks are perpetual and there's a deliberate effort to provide effective and legitimate repair as opposed to applying band-aids to situations. Sometimes accepting the lowest bid has resulted in unacceptable delays in CCG operations, and new contractors are ultimately sought out. FY23 capital funding of approximately \$1 million was nearly completely exhausted by the close of Period 4 with \$51,000 remaining at that point in time. In many cases, it's been necessary to rely upon outside vendors or contractors as staff has been insufficient.

Staffing shortages and staff departures have been problematic in Facilities Maintenance as the Pay Study disparities have highlighted differing valuations for CDL employees and Public Safety employees without similar consideration in the skilled technical trades. There were employees in this division who resigned their positions rather than file an appeal under the Pay Study. As a result of a number of vacant positions, Facilities Maintenance is currently unable to provide staff support to the Muscogee County Jail and to the City Service Center. Deferred maintenance is certainly a recognized issue at the Jail, and the situation is further stressed when Facilities Maintenance staffing is unavailable.

Within Administration, Driver's Training and Risk Management provides services city-wide. There is a concerning lack of succession planning in the area. Our Safety Coordinator shoulders all the responsibility for this area. In CDL training, the instruction and certification testing can't be provided by the same individual. The volume of Initial Driver's Training and Refresher Training (for those having an accident event) has also increased. Looking forward, it would be advantageous to return to the allowance for third-party testing, which would support the addition of two positions to the Driver's Training team. Additional costs for testing in Albany, or other Georgia cities would be minimized, and a minimal revenue stream would be generated because of provision of training & testing to others from adjacent counties.

Additionally, within Administration, the Internal Services-GIS Team is developing unique expertise in Public Works-GIS. Their information is critical to capturing information associated with emergency events. Their reporting considers the impact of weather events upon Public Works infrastructure and as a result, they are capable of providing critical information to our leaders and risk managers, and the data can also become important in substantiating claim activity with GEMA or FEMA. This functional area is expected to employ three by the close of FY23, but is utilizing budgetary funding pulled from several Public Works divisions. There are some identified needs for additional Public Works-GIS specific training, and for software application upgrades. In future budget years, it would be advantageous to establish a separate divisional budget for this unit.

RECOMMENDATIONS

1. Would recommend “degree and/or experience” latitude in hiring decisions for those Public Works divisions that rely heavily upon skills in the technical trades.
2. Would recommend the acquisition of Cemetery management software considering the scarcity of available plots on our current properties.
3. Would recommend the development of a cemetery policy that revises the criteria for indigent services, and further provides policy guidance re: cremation options and mausoleum accommodations.
4. Would recommend the approval of a Rate Study that would address the true cost of Waste Collection services, with a review of the monthly rate, and a recommended cost for handicapped services, or a second cart or bin at a service address. This action should also involve the development of a process for the ordering of supplemental bins at an address.
5. Would recommend the development of a replacement equipment plan as most heavy equipment has a 5 year life, with a request reflected in the FY24 budget submission.
6. Would recommend including 2 FTEs in the FY24 budget submission for the Driver’s Training/Risk Management Office in order to begin the development of a succession plan for the area. Along with this action, it would be important to return to the provision of third party driver’s testing.
7. Would recommend addressing the pay grade disparities between CDL employees and our experienced technical trade personnel to stabilize employee retention.
8. Would recommend establishing the Public Works-GIS Team as it’s own budgetary division within the FY24 budget, and further providing for additional training opportunities & software upgrades.

9. Would recommend the staffing of waste collection service with employees, rather than continuing to rely upon dwindling quality inmate labor. The liability and resulting legal action associated with the use of prison labor is a growing concern, and by staffing our own CCG team, we can more effectively implement automated services without relying on the Amwaste contract.

Director's Response

Page 1 – Background

The Department of Public Works strives to serve the community by providing street and road maintenance, storm drainage, environmental enforcement, urban forest maintenance, waste disposal and maintenance of city owned properties in a safe and efficient manner, which is sensitive to the environment. The department is committed to doing its part to enhance the high quality of life for the current and future generations. The department consists of 458 full & part-time employees, and also relies upon the availability of inmate labor.

Dir. Response: All Departments within Public Works are as follows: Waste Collection (household, recycling, bulk and yard waste) Recycling Center, Pinegrove MSW Landfill, Granite Bluff Inert Landfills, Satilla/Wilson Camp Landfills; Urban Forestry & Beautification; Community Service; Fleet Management; Facilities Management; Cemetery Management (Riverdale, Porterdale, Eate Porterdale, Linwood); Stormwater Management; Animal Care and Control; Paving & Repairs; Drivers Training/Safety Program.

Page 1 – Leadership

Public Works Director Drale Short leads the department, accompanied by Deputy Director Michelle L. Brown-Mang. They are augmented by divisional leadership in various functional areas. Interim Division Manager Contreana Pearson heads Animal Control, Division Manager Marc C. Holmes heads Cemeteries, **Division Manager** Ralph Blakely heads Community Service, Safety Coordinator Johnny Floyd heads Driver Training, Division Manager Johnny Harp heads Facilities Maintenance, Deputy Director/Fleet Manager Andrea Owens heads Fleet Maintenance, Integrated Waste Manager Matt Dolan and Division Manager Carl Nunley and Assistant Division Managers James Mang and Aaron Thomas head the Integrated Waste Division, Supervisor Brandon Hatcher heads the Internal Services-GIS Team, Division Manager Tommy Beauchamp heads Rainwater Management, Acting Manager David Pate heads Street Maintenance and Acting Manager Darrell Meadows heads the Urban Forestry & Beautification Division. The Department Director reports to the Deputy City Manager of Operations.

Dir. Response: Community Service head is classified as the "Community Service Coordinator" and is not graded the same as Division Managers.

Page 4 – Field Work Activities

Within Fleet Maintenance, in working with the business office, 3 years of departmental budgetary performance was reviewed, and a significant number of fixed assets were confirmed across the department. We had one drive-by asset confirmation day followed by a make-up day, along with additional confirmations of scrapped & auctioned items. With the development & implementation of recently established Standard Operating Procedures, there has been a significant reduction in the amount of fleet service activity that has been contracted with outside vendors. Nearly all budgeted positions are currently filled, and the team is now certified to handle most work on site. Fleet records on vehicles were found to be in good order, and departments are now being notified when their vehicles are due for preventive maintenance. This notification program was recently launched. Outside fleet service providers are now only used following an evaluation and referral from Fleet Maintenance which will result in budgetary savings. This division is also home to a well-stocked NAPA store, and is also responsible for a \$2 million inventory of products that are requested and used city-wide such as COVID masks, Lysol products, paper products, cleaning products, etc. Records in the inventory area were found to be in good condition as well.

Dir. Response: Standard Operating Procedures have been in place for the procurement portions of Fleet Management; however, agree that established SOP's have been done for Fleet Technicians.

Page 5 – Field Work Activities (Cont)

Within Administration, Driver's Training and Risk Management provides services city-wide. There is a concerning lack of succession planning in the area. Our Safety Coordinator shoulders all the responsibility for this area. In CDL training, the instruction and certification testing can't be provided by the same individual. The volume of Initial Driver's Training and Refresher Training (for those having an accident event) has also increased. Looking forward, it would be advantageous to return to the allowance for third-party testing, which would support the addition of two positions to the Driver's Training team. Additional costs for testing in Albany, or other Georgia cities would be minimized, and a minimal revenue stream would be generated as a result of provision of training & testing to others from adjacent counties.

Dir. Response: Succession Planning and assistance for the Driver's Training Instructor is on-going, finding individuals interested in venturing into this arena is the challenge. Two individuals have been identified and are currently in training to become a trainer/tester, but the age of these individuals is not significantly lower than the current Drivers Training Instructor, therefore, the need to identify much younger candidates is ongoing.

I agree that "Our Safety Coordinator shoulders all the responsibility for this area and that Third Party Testing is needed throughout the state, but until we obtain additional certified trainers/testers within the CCG, it would be an additional area that he would have to shoulder the burden of ensuring testing and training is done according to state requirements. You cannot train and test. Third Party Testing should be a shared adventure throughout the State.

Page 6 - RECOMMENDATIONS

6. Would recommend including 2 FTEs in the FY24 budget submission for the Driver's Training/Risk Management Office in order to begin the development of a succession plan for the area. Along with this action, it would be important to return to the provision of third party driver's testing.

Dir. Response: Agree to the need for 2 FTE's and will submit in FY24 Budget

File Attachments for Item:

5. Audit, Animal Care and Control Center (Presented by Elizabeth Barfield, Forensic Auditor)



Columbus Consolidated Government

Georgia's First Consolidated Government

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Forensic Auditor

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Audit Authorization

An audit of Animal Care and Control of Columbus (ACCC) was requested by City Councilor John House and was approved by City Council on August 9, 2022.

Background

In the 1970s, the Muscogee County animal shelter was built near the Columbus landfill off Schatulga Rd. The facility had 25 dog runs and 15 cat cages. By 2009, a new, larger capacity building, was constructed at 4910 Milgen Rd.

General Audit Process

The audit began with an entrance conference on August 15, 2022, with Interim Division Manager, Contreana Pearson, Field Operations Supervisor, Lt. Paul Syck, Shelter Supervisor, Sara Welsh, and Forensic Auditor, Elizabeth Barfield. The scope of the audit included all aspects of the operation: Field Operations, Shelter Operations, Front Desk Operations, and the Office of the Interim Division Manager. In addition to ACCC operations, discussions with and observations of the ACCC Advisory Board and the ACCC Volunteers were performed.

For three weeks, beginning on November 29, 2022, audit work was stopped by Executive Management and deemed "unauthorized." The Auditor's access to the work site, communication with employees and questions regarding collected data were denied to the Auditor for no discernible reason. Due to the holidays and staff vacations, work was not resumed until January 3, 2023.

An exit interview was conducted with the Public Works Director, Drale Scott, Interim Division Manager, Contreana Pearson and, Shelter Supervisor, Sara Welsh on January 10, 2023.

Field Operations

Animal Control Field Officers are responsible for taking dispatched calls from Muscogee County citizens. Dispatched calls are received from the Front Desk Operations at ACCC during normal business hours (Monday – Friday from 8:00 a.m. – 5:00 p.m.). 911 dispatches calls directly to ACCC Officers weekdays from 6:00 a.m. until 8:00 a.m. and after 5:00p.m. On the weekends, 911 dispatches calls from Friday at 5:00 p.m. until 8:00 a.m. Monday mornings.

Calls dispatched range from citizens calling about stray animals, trapped animals (possum, racoon, etc....) to complaints about neighbors' animals, animal cruelty and noise. A Field Officer frequently meets with citizens while out on dispatched calls, they serve citations for any animal control offenses and report to environmental court on the first and third Wednesday of the month.

ACCC's Field Operations work in three shifts: the morning shift (6:00 a.m. – 2:00 p.m.), the evening shift (2:00 p.m. – 10:00 p.m.) and the midnight shift (10:00 p.m. – 6:00 a.m.). Each shift, except the midnight shift, is covered by a city-wide officer (the Special Enforcement Supervisor), an officer assigned to the north side of Columbus and another officer assigned to the south side of Columbus. The boundary between the north side and the south side is at Wynnton Rd. /Macon Rd. This staffing model allows for efficient travel from call to call, citizen interaction and provides safety measures for officers needing help with dangerous animal encounters.

Findings & Recommendations

Staffing, through October 2022, is reflected below.

Field Operations	Fully Staffed	2018	2019	2020	2021	2022
Special Enforc Supr	1	1	1	0	1	1
Animal Control Officer I	7	6	6	7	4	4
Animal Control Officer II	2	2	2	2	0	0
	10	9	9	9	5	5

ACCC has one field officer with 28 years of experience at ACCC; he plans to retire in 2023. The remaining staff has an average tenure of less than 1.5 years. As of November 14, 2022, 2 field officers were on light duty (only able to complete desk duties).

Low staffing levels have resulted in:

- 1) the "midnight shift" becoming an "on-call" shift; this change occurred in October 2021. Field Officers are now "on-call" one weeknight each week and at least 2–24-hour weekend shifts each month. There is an average of 3-5 calls each night for after-hours calls (priority calls); after hours calls are limited to hurt or injured animals, animals involved in accidents, instances of animal cruelty and any requests from the Columbus Police Department/Sheriff Department. These calls are reflected as overtime for these officers.
- 2) Reduced coverage and increased safety issues for Field Officers when in need of assistance or dealing with dangerous animals.
- 3) Discontent, frustration, and high stress levels among staff.

When speaking with the Department of Health, incomplete bite reports being filed and inconsistent processes among staff were identified.

The Interim Division Manager was made aware of these concerns. A policy was implemented at ACCC to try and resolve the incomplete paperwork and Field Officer procedures.

Shelter Operations

Shelter Staff

Shelter Operations is responsible for all aspects of the animals once they are brought in by the Field Officers for impoundment.

Responsibilities include scanning for microchips, administering intake vaccines, entering the animals into the ACCC software system, taking pictures of the animals, and updating the website for citizens searching for missing dogs, cats or hoping to adopt. The intake process must be completed within 24 hours of impoundment.

ACCC's capacity levels:

40 regular runs for dogs	houses both adoptable dogs and those awaiting the end of 5-day holding period.
+ 6 runs for dogs quarantined	houses biting dogs that must be held 10 days; NOT adoptable, most have owners and are undergoing rabies observation by the Health Department.
+ 6 runs for dogs in isolation	houses sick, injured dogs or those recovering from medical treatment.
+ 6 runs for dogs in holding	houses the most recently impounded dogs awaiting the intake process.

= 58-dog capacity.

ACCC also has a kitty room that houses a minimum of 25 kittens and cats, cat quarantine has capacity for 11 cats, and the puppy room has a capacity for 8 puppies and small dogs.

In addition to performing the intake process, shelter staff cleans all runs and crates twice daily which includes washing all animal bedding and changing cat litter. Dogs and cats are fed in clean bowls and watered once daily; any animals requiring medication are treated as directed by the consulting veterinarian.

Volunteer Coordinator

ACCC's Volunteer Coordinator is responsible for all aspects related to volunteers donating their time; oversight and administration of offsite adoption events and helps administrative staff with daily operations.

Findings & Recommendations

Staffing, through October 2022, is reflected below.

Shelter Staff	Fully Staffed	2018	2019	2020	2021	2022
Animal Res Ctr Sup	1	1	1	1	1	1
Maintenance Worker I	1	1	1	0	0	0
Animal Control Officer I	3	2	3	2	2	2
Volunteer Coordinator	1	1	1	1	1	1
Total	6	5	6	4	4	4

The Shelter Supervisor has 37 years of experience at ACCC and plans to retire in 2023; the remaining staff has an average tenure of less than 1 year. Shelter Operations has two employees that are not reflected on Animal Control's payroll. One employee is funded by Integrated Waste; the second employee has been borrowed from another area in Public Works and has worked on-site at Animal Control for approximately 4 months.

During the months of September and October 2022, the Shelter Staff fed, watered, medicated, and processed an average of 100 animals per day.

On Thursday, October 27, 2022, other than the Shelter Supervisor, none of the shelter staff were able to report for work due to illness. One (1) of the borrowed employees from Public Works came in on a previously scheduled day off. Three (3) volunteers were present in the morning to clean the facility and care for the 82 animals in the center.

Major concerns for this staff involve extremely high stress levels and compassion fatigue. Compassion fatigue is defined as the physical, mental exhaustion and emotional withdrawal experienced by those that care for sick or traumatized people/animals over an extended period.

Summary of Monthly ACCC Statistics 2022

	Impounded		Adopted from ACCC		Euthanasia		Owner Surrender		Rescues	
	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats
Jan-22	152	92	9	0	21	6	24	6	85	79
Feb-22	163	83	12	8	13	6	31	9	96	71
Mar-22	158	113	19	2	13	11	21	8	94	98
Apr-22	190	107	25	3	13	9	22	9	91	87
May-22	168	254	8	8	16	16	19	6	114	193
Jun-22	208	265	13	25	12	27	16	5	120	190
Jul-22	188	176	34	11	14	15	25	4	85	129
Aug-22	223	135	34	13	47	10	31	4	106	121
Sep-22	224	162	32	13	24	16	34	2	135	99
Oct-22	179	140	22	21	37	13	14	3	88	125
Totals thru Oct 2022	1,853	1,527	208	104	210	129	237	56	1,014	1,192

When comparing 2022 with 2021 during the same period (January – October):

2022 average animals impounded/month: 338 (down 10% from 2021)

2022 average animals adopted from ACCC/month: 31 (up 22% from 2021)

2022 average animals euthanized/month: 34 (up 53% from 2021)

Owner Requested: 57% (2020, 2021 and 2022)

Aggressive Animals: 9% (2020, 2021 and 2022)

Capacity: 1% (2020, 2021 and 2022)

2022 percentage of animals adopted from ACCC by rescues: 65% (down 18% from 2021)

Although impoundments are down 10% for 2022, the month of May had 422 impoundments, June had 473 impoundments and September had 386 impoundments; this is well above the average of 345 impoundments per month for the last 34 months. Seventy-four percent (74%) of ACCC's euthanasia procedures occurred during this 6-month period.

During observations at ACCC, there was one impoundment of 10 animals. This speaks to the nature of the impoundments not being expected or consistent; stable occupancy levels at ACCC are immediately threatened due to instances such as this. Additional factors resulting in the increase of animals at ACCC include the current economy and the rising prices of animal care, the COVID effect (pets brought into the home during isolation; now, people are returning to work at the office, family travel and activities outside of the home have increased) and the lifting of the eviction ban in July 2022.

Crates

In July 2022, in an effort to reduce the number of euthanasia procedures, ACCC began using crates to house impounded dogs; this is not a best practice. At one point during the audit, 14 crates were occupied. In speaking with staff, as many as 21 crates have been utilized.

Maintaining crates is labor intensive and requires two times the manpower; one animal control officer must handle the dog while another animal control officer is cleaning the crate. Because the chance of spreading disease is heightened, all crates must then be moved to clean the floors. Cumbersome processes such as these require large amounts of time that is valuable to an organization struggling with staffing issues.

On November 10, 2022, the Georgia Department of Agriculture completed an onsite inspection. At the time of the audit ACCC had 78 dogs and 28 cats impounded; 13 crates were in use and animals had been housed in them for longer than 24 hours. ACCC received its first violation regarding structural strength (i.e. the use of crates and the length of stay in the crates). A follow up inspection was scheduled for November 22, 2022; the visit will be to confirm the issue has been resolved. If the issue persists, ACCC could be limited on their intake of impounded animals. According to the Inspector, all 9 facilities she inspects are experiencing capacity issues. UPDATE: 11/22/2022 review conducted by The Department of Agriculture removed violation for compliance.

Medical

Questions regarding the medications provided and medical treatment of the animals at ACCC were addressed.

At ACCC, veterinarian services are provided on a contract basis in the amount of \$125.00 per hour, not to exceed \$1,200 per month as well as the provision of drugs and other medical supplies on an "as needed basis" for the estimated annual contract value of \$20,000. In November 2022, the service contract was renewed by a local veterinarian for an additional year. During the audit period, the veterinarian was on-site approximately 3 days per week and was available on-call.

Euthanasia paperwork and practices were reviewed. Interviews were conducted with the consulting veterinarian at ACCC and the Department of Agriculture; both sources, independently, concurred that the procedures being followed meet the standards for animal control facilities. Each person administering this procedure must be trained and approved by the consulting veterinarian. One staff member, currently conducting the euthanasia procedure, is not on the list and must perform this training.

It should be noted, in the State of Georgia, animals are considered the "property" of its owner. If an owner requests their animal be euthanized, even if healthy, ACCC must comply.

An inventory of the medications housed at ACCC found 18 different medications on hand. Four were expired. Distemper/Parvo for cats had an expiration of 09/13/2022 (it can be used up to 5 months after expiration). Dexamethasone, an antibiotic for dogs, had an expiration date of 04/2022. Vitamin B, for dogs and cats had an expiration of 10/2018. There were also 2 bottles of Amoxicillin, for dogs, that expired 01/2022. The remaining medications had no expiration dates, or dates of expiration in 2023, 2024 and 2025.

Equipment

At the time of the audit, ACCC had 2 washing machines (1 of those is donated) 1 works, 3 clothes dryers (2 of those are donated) 1 works, 2 dishwashers (1 of those is donated) 1 works. It is recommended that the inoperable equipment be removed from the premises and new equipment purchased. UPDATE: a volunteer solicited the donation of both a washing machine and clothes dryer. The equipment was received the third week of November.

Shelter Documentation

Impoundment statistics and supporting documentation for ACCC were reviewed from November 2019 to current. The audit observed the processes for impoundment, the recording of information through adoption, rescue, or euthanasia. The numbers reported are reflected accurately but the documentation and paperwork are not managed or organized to fully support the numbers presented. It should also be noted that zip code information is not consistently recorded or entered in the system. Zip codes are a vital piece of information in determining high risk areas and areas in our community needing increased education or assistance. Much of this is due to not having an experienced staff processing paperwork and filing in a consistent manner. It is recommended that files be organized by type of transaction and day processed and that all relevant information be entered into the system. This will make any future research and proper re-filing easier on the staff.

When reviewing the Adoption and Return to Owner paperwork for 2022, documentation was present 92% of the time for return to owners and 98% of the time for adoptions. Seventy-one (71%) percent of the files had correctly attached receipts (the receipts matched the impound paperwork). The remaining paperwork either did not contain copies of the receipts or the receipt did not reconcile with the animal's impoundment form. A process has been implemented which states that the Shelter Staff complete the amount owed by the citizen; the front desk staff collects that pre-determined amount and completes the receipt.

ACCC is still using a LOTUS notes program; paper files are kept for each animal. During my time at the facility, I observed staff repeatedly looking for paperwork. At one time, preparations were being made to replace the LOTUS notes shelter software with another in-house created software; the efforts were discontinued due to the prospective move to PAWS, Humane. It is recommended that shelter software be purchased that includes the ability to follow the animals completely through the process at ACCC and all files are stored in the software (cloud).

Volunteer Coordinator & Volunteers

The Volunteer Coordinator position was vacant from June 21, 2022, to October 22, 2022. The vacancy of this role at ACCC has contributed to a decrease in volunteer activity.

ACCC has a volunteer log for volunteers to sign in and out of when volunteering. This log was reviewed for 2020, 2021 and 2022. The findings are as follows:

	<u># Volunteers Logging in</u>	<u>Time Spent Volunteering</u>
2020	574	approximately 2 hours
2021	106	approximately 2 hours
2022	49 (thru October)	approximately 1.5 hours

The decrease in the number of volunteers and the amount of time spent volunteering can be pinpointed to the vacancy of the Volunteer Coordinator position and the morale issues at Animal Control. Speaking with, and observing, volunteers uncovered feelings of being "in the way" and not needed. The stress of the staff very much affects the tone of the environment. ACCC is making efforts to address these issues with a realignment of staff and a more organized approach.

The Coordinator and volunteers play a crucial role in the success or failure of operations at ACCC. Because of the staffing issues at ACCC, the volunteers give the animals the time and attention that the staff may not have the ability to give. Volunteers are also resources that can be directed to pick up on routines not completed by ACCC staff.

Volunteers rely heavily on the Coordinator for guidance and organization of duties. It is recommended that the Volunteer Coordinator be prepared with a variety of duties available for completion; the volunteer can then choose duties based on his/her interests and help fulfill immediate needs at the same time. The Volunteer Coordinator should be easily accessible if the volunteers need assistance.

Front Desk Operations

Front Desk staff is responsible for assisting citizens at the front counter during regular business hours (8:00 a.m. – 5:00 p.m. Monday through Friday; 10:00 a.m. – 5:00 p.m. on Saturdays) and dispatching those calls to the Field Officers via software in LOTUS Notes and hand-held radio. Front Desk staff works with citizens at the customer counter completing paperwork on adoptions, returning pets to owners, and the intake of surrendered animals. The collection of fees and the payment of city permits accompanies many of the citizen visits to ACCC. Monthly, Front Desk staff works with local veterinarians by delivering city permit supplies, retrieving permit payments collected by the veterinarian offices and collecting rabies vaccination information. A daily deposit is completed by the Front Desk staff.

Collected vaccine data is entered into the ACCC software by Front Desk staff and any staff that maybe assigned to light duty.

The Front Desk, along with the Special Enforcement Supervisor in Field Operations, is responsible for the issuance, maintenance and follow up of the information for the spay-neuter vouchers.

The spay-neuter vouchers are an effort to control the animal population in our community. At the time of adoption, ACCC collects payment from the citizen for animals to be altered within one month. The voucher is remitted by the citizen to the veterinarian performing the procedure as payment, the veterinarian returns vouchers to ACCC for their reimbursement. If ACCC does not receive vouchers submitted for reimbursement, a postcard is sent to the citizen as a friendly reminder to have the animal altered. If efforts are not made to alter the animal, citations are issued.

Findings & Recommendations

Staffing, through October 2022, is reflected below.

Desk Operations	Fully Staffed	2018	2019	2020	2021	2022
Comm Officer	3	2	1	3	3	2

The staff members have been in their positions less than one year.

A review of daily bank deposit processes reveals that daily reconciliations are in place and effective. Staff was reminded that any time cash is handled it should be under dual control.

Paperwork maintained by the Front Desk staff for spay-neuter vouchers reflects that the program is 40% effective. Paperwork tracking the altering of animals is not up to date, the follow up with citizens via postcards is not being completed nor is the issuing of citations. The reasons given for the incompleteness are new, inexperienced staff and manpower.

Office of Interim Division Manager

Findings & Recommendations

Staffing, through October 2022, is reflected below.

Interim Division Manager	Fully Staffed	2018	2019	2020	2021	2022
Veterinarian	1	1	1	1	0	0
Division Manager	1	0	0	0	0	0
Admin Coord	1	1	1	1	1	1
Total	3	2	2	2	1	1

The Animal Control Veterinarian position is vacant. In 2018, 2019 and 2020 this position was reflected as filled and on payroll as "Temporary." It is a G23 with an annual salary of \$67,777.45 (\$32.58 per hour). CCG's recent Evergreen compensation study may reflect updated salary amounts and paygrade identifications. Research reflects earnings for a "junior-level" veterinarian in the state of Georgia is approximately \$78,780 (\$37.87 per hour). "Mid-level" veterinarian earnings began at \$100,660 (\$48.36 per hour).

The Division Manager of Animal Control position is vacant. The position is classified as a G21 with an annual salary of \$55,628 (\$26.74 per hour). The current salary is \$57,017 (\$27.41 per hour). The Administrative Coordinator has held this interim position since 2017 (5 years). An Administrative Coordinator is largely responsible for the principles and practices of modern office administration, records management, and operating standard office equipment. Again, CCG's recent Evergreen compensation study may reflect updated salary amounts and paygrade identifications.

The Division Manager of Animal Control is responsible for reporting to the Department of Agriculture and the public. Observations on the completion of these reports are inefficient. There is keying and re-keying of the same information for different formatted reports. This handling and re-handling of data results in human error; large amounts of time is then invested tracking down the errors. It is recommended that there is a streamlining of reporting efforts via improved data collection tools and a shelter software. It is also recommended that this position evolve into a more active participant outside of the office spending time with the animals. Making these changes to the office routines will address concerns about the lack of involvement by the Interim Division Manager.

Website

An audit of the website was completed. Items reviewed included the information on the website, and responsiveness to user commands.

Findings include:

- 1) slow response to user commands (especially when scrolling through the pictures of the animals up for adoption),
- 2) no obvious appearance of a "processing" indicator, or other indicator, confirming user requests are being processed,
- 3) outdated information was posted throughout the website (i.e. hours of operation, inspection reports, etc....),

- 4) a calendar whose last posting was in March 2020,
- 5) an automatic scrolling information board that the user is unable to control.

It is recommended that the ACCC website be updated and possibly re-designed. Videos of animals at ACCC going on walks, having meet and greets and playing would be an opportunity to increase adoptions. Informational videos of animal control officers addressing most frequently asked questions may help reduce the negative impressions of some procedures and requirements of ACCC. Posting inspection reports, dates, and hours of operations, etc.... in one location and having links to one source of information would reduce inconsistency of information posted in multiple locations on the website. Remove features on the website that are not being maintained. It is also recommended that links to the ACCC website be placed on ACCC Facebook page.

Conversations with board members and rescues prompted research of the website for Maricopa Animal Care and Control in Arizona (www.maricopa.gov/5268/Animal-Care-and-Control). They have a Stray Animal Map Tool (click on "Lost or Found a Pet") that helps citizens retrieve lost and found animals. It is user-friendly and caters to some citizens tendency towards internet use. Maricopa County was very excited and proud of the tool and explained that they continue to add features. They also offered to share the code with CCG's GIS department and would help get us up and running. Maricopa Animal Control explained that there was very little, to no, maintenance by the shelter staff.

Why would this tool be beneficial to ACCC? THIS TOOL COULD PLAY A MAJOR ROLE IN REDUCING THE NUMBER OF ANIMALS COMING TO ANIMAL CONTROL FOR IMPOUNDMENT. In 2019 the Dallas Animal Services Shelter in Dallas, TX, completed a study covering the relationship between stray intake and Return to Owner (RTO) rates, the distances traveled from home by RTO strays, microchip use across the city and its relationship with RTO rate and the length of stay of RTOs and other outcome groups. Findings show 70% of RTOed strays traveled, at most, 1 mile away from home and 42% up to one block away. At-large, adult strays that had a microchip had a 71% RTO success rate compared to 39% success rate without one. Implementing tools such as this is a path to saving significant shelter space, time, costs and helps keep animals with their caregivers and communities.

Budget

The budget for ACCC was reviewed for FY2019 through September 2022 (FY2023).

Each year the *total* budget was "under-budget." The leading driver is Government Salaries-General (object code 6105).

In FY2020 and 2021, employment expenses were approximately \$95,000 under budget. In FY2022, employment expenses were \$257,000 under budget. This large increase in salary savings (170% increase) is a result of the loss of employees due to the "prospective" move to PAWS, Humane. A premature release of information regarding discussions of potential changes precipitated employees leaving ACCC for other employment.

Operating expenses were slightly over budget in FY2021 and FY2022 (\$2,317 and \$1,169 respectively).

In FY2023, it is possible ACCC will maintain the "under-budget" status in employment expenses and, if spending remains constant, possibly in operating expenses.

Because of the severe staffing issues and the change of the midnight shift to an "on-call" shift, Overtime (object code 6115) could go over budget by \$50,000. In the past, ACCC utilized 3 inmates. It is recommended that ACCC re-implement the use of Inmate/Offender labor; this would require adding the position of a POST-Certified Officer to supervise the inmates. After speaking with the Public Works Director, the addition of a maintenance worker in the Shelter staff would be of greater benefit. Currently a maintenance worker is borrowed from another area in Public Works. His primary responsibility is not only maintaining the building but working with the animals in the runs.

As documented in the Shelter Staff recommendations, the removal and replacement of inoperable equipment should be considered.

Water (object code 6742) is consistently over budget. A walk through of the facility shows many faucets in the building leak; users must spend time trying to turn the faucets off. Frequently, the time is not spent to do so. It was also explained that in June 2022, there was a water leak at ACCC. Columbus Water Works made needed repairs and communicated with Public Works. Any expense incurred from this will be reflected in the FY2023 expense numbers.

During the month of November, a dog in the holding area was able to jump on top of the run fencing (approximately 6') and walk along the top of the fencing of the other runs. This was extremely dangerous for the dog, dogs in other runs and the shelter staff. Staff discussed fencing to top all runs; another, possibly less expensive, idea maybe the installation of "coyote-rollers" in each run. Below is an example:

RESULTS

Sponsor



Sponsored

Pack of 5 Coyote Rollers, Load/Unload for Kayak Raft Trailer, Making Outfeed/Infeed Support Rollers, Fence Jumping Dog/Cat Stopped by Homemade Coyote Roller

\$38⁹⁹

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Lastly, medications have increased by 18% and dogfood prices have increased by 5%. Over a 4-year period, approximately 23 bags of dogfood were purchased per month; this has recently increased to 30 bags per month.

City permit revenue, from FY2017 thru October 2022 (FY2023), was reviewed. This revenue has consistently declined year over year falling to 17.57% below 2017 revenue. Several veterinarian offices in the community were collecting this city permit fee as a participant in the one-stop rabies vaccination--- pet registration program. The program allows the participating veterinarians to issue the permits at the time of the rabies vaccine and collect a handling charge of up to \$5 for each permit issued. In 2017, 14 veterinarian offices participated; currently, 11 offices participate.

A review of the finance paperwork, including daily bank deposits, found finance information to be in order.

Animal Care and Control Advisory Board

According to Columbus' city ordinances the board has three main objectives:

- 1) Monitor the operation of animal control and enforcement division and renders guidance and assistance as deemed appropriate encouraging responsible pet ownership.
- 2) Review the annual budget prior to submission.
- 3) Make decisions regarding the classification of dangerous or vicious dogs and cats.

Board meetings are scheduled by the Board Chairman; the Board is required to meet semiannually.

Findings & Recommendations

Frustration regarding board responsibilities, board involvement, number of board meetings and a general ineffectiveness of the board has been expressed by board members.

A review of 2020, 2021 and 2022 board minutes found successes:

- 1) the introduction of the Community Based Instruction (CBI) group from the Muscogee County School District,
- 2) a joint effort with PAWS to get animals altered,
- 3) a donation of 500 microchips (rec'd 250 to date),
- 4) a joint effort with PAWS helping consult owners about alternatives to surrendering their pets.

Other meetings invested time in:

- 1) dangerous dog hearings,
- 2) proposed ordinance changes, and
- 3) potential projects for volunteers.

The ideas and the intentions behind the ideas discussed are valuable but, the Board has mentioned the frustrations, time invested and seemingly lack of success making simple changes to ordinances. It is recommended that, at this time, "immediate" concerns of ACCC should be the focus of the Board. The Board has expressed interest in becoming more involved in the budgeting process and the creation of standard operating procedures for ACCC. The board's perception that it's request for more involvement has been met with resistance. It is recommended that board involvement will help the relationship and improve communications between the Board and ACCC by establishing more of a "unified" effort between the two. Including the board in discussions regarding standard operating procedures and budgeted funds may help expand the understanding and acknowledgement of issues and possible limitations not previously understood.

Summary

My time at Columbus Animal Care and Control included spending time with the staff, the Board, volunteers and lastly the animals. I was made to feel extremely welcomed by the Director of Public Works, the staff and the many other organizations affiliated with this operation. Ideas were readily flowing; recommendations were welcomed, and many implemented immediately.

Unfortunately, some in the community do not have a complete understanding of the operations at Animal Control. Opinions and issues are discussed publicly without having all the facts. During my time at Animal Control, I experienced emails, internet posts and citizens' complaints sent to Council Members, the Mayor and various online websites that simply were not true. Posting and reporting of incomplete/inaccurate information, perpetuates failed relationships, lack of trust with those working with Animal Control and low morale among the staff. If you feel improvement needs to be made at Animal Control, please become a volunteer; get involved and make a positive difference!

Prepared By:

E Barfield

1/24/2023



Columbus, Georgia
Georgia's First Consolidated Government
Post Office Box 1340 / Columbus, Georgia 31902-1340
Phone: (706) 225-4776 Fax: (706) 225-4086

Department of Public Works

DATE: January 17, 2023

TO: Elizabeth Barfield, Internal Auditor

THRU: Lisa Goodwin, Deputy CM

FROM: Drale Short, Director of Public Works

SUBJECT: Response to Animal Control Audit/August 15, 2022

* * * * *

Audit Authorization – no comments

Background – no comments

Page 1 - General Audit Process

1. "The audit began with an entrance conference on August 15, 2022 with Interim Director, Contreanna Pearson, Field Operations Supervisor, Lt. Paul Syck, Shelter Supervisor, Sara Welsh, and Forensic Auditor, Elizabeth Barfield."

Correction: Interim Director should be Interim Division Manager.

Page 1 & 2 - Field Operations

Clarification of Shifts Worked

Normal Shifts/Before Staffing shortages:

Sunday – Saturday

1st Shift – 6:00 am. – 2:00 p.m.

2nd Shift – 2:00 p.m. – 10:00 p.m.

3rd Shift – 10:00 p.m. – 6:00 a.m.

Due to shortages the hours of operation are as follows:

Monday – Friday

1st Shift – 6:00 a.m. – 2:00 p.m.

2nd Shift – 2:00 p.m. – 10:00 p.m.

3rd Shift – ON CALL for Emergencies Only/No Patrols

Saturday – Sunday

1st Shift – On Call

2nd Shift – On Call

3rd Shift – On Call

On Call Services are Emergency calls only pertaining to Injured Animals, Animal Cruelty/Neglect. CPD/Sheriff Dept requested support.

Under normal circumstances “Each shift, has additional coverage; except the midnight shift, by having a City-Wide Officer. With the shortages coverage is down to either one officer covering the entire city or One ACO in the north and the other ACO handling the South. Coverage is solely dependent on the availability of ACO’s.

Page 2 Findings & Recommendations

Low staffing levels have result in:

3) Discontent among staff. Please include low staffing levels have also resulted in “Compassion Fatigue for staff as well as increased stress levels.

“When speaking with the Department of Health, incomplete bite reports being filed and inconsistent processes among staff were identified.”

Incomplete Bite Reports – During the time that these few reports were observed and reported as incomplete. The Field Supervisor was out due to illness in which he was out of work for several weeks. To preclude this from happening in the future, the Division Manager and or Shelter Supervisor will check these reports for accuracy and completeness and once completed they will be forwarded to the Department Health for processing. This process has been corrected.

Page 2 & 3 - Shelter Operations

Findings & Recommendations

“Shelter Operations also has two employees that have been borrowed from other areas in Public Works; they have been at ACCC for approximately 4 months and are not reflected on ACCC’s payroll.”

Position 1 – Personnel action of moving a long-term troubled Maintenance Worker from Stormwater workforce to ACC to save a long-term employee from termination. He has been assigned to this area to assist with cleaning the shelter and has been in place for the last four (4) months.

Position 2 – A Waste Equipment Worker position that has been funded in the Integrated Waste budget; but reports to and supervised by the Shelter Supervisor. This position is responsible for collecting all the deceased animals found on the road, at homes etc. This position has been handled in this way since the State turned over Animal Control duties to the City.

Page 5 - Shelter Operations (Cont.)

Crates

“In July 2022, ACCC began using crates to house impounded dogs; this is not a best practice. At one point during the audit, 14 crates were occupied”.

Please include this statement “, but upwards of 21 crates have been used to prevent euthanasia. The challenges of cleaning and caring for these additional animals with three (3) shelter staff often required staff to work overtime to ensure all were cleaned properly to ensure cleanliness for the next occupant.”

Since this audit the use of crates has been reduced due to State Law which only allows an animal to be crated for 24 hrs.

Medical

“An inventory of the medications housed at ACCC found 18 different medications on hand.”

Inventory of the medications at this facility showed some medication to be outdated based on the terms on the bottle, but under the direction of our veterinarian who would often advise us to continue using due to the potency (several months) than what is printed on the labels, i.e. Vitamin B. Other outdated medications were disposed of as should have been done initially.

“It should be noted, in the state of Georgia, animals are considered the “Property of its owner. If an owner requests their animal be euthanized, even if healthy, ACC must comply.”

Also please add those totals affect the live release rate in our reporting.

Page 5 - Equipment

“Currently ACCC has 2 washing machines (1 of those is donated) 1 works, 3 clothes dryers (2 of those are donated) 1 works, 2 dishwashers (1 of those is donated) 1 works.....”

Concerned that the way this first paragraph is worded that it implies we don't replace appliances. We do replace them when the need arises, but fortunately, we've received several donations of appliances. Some last and some don't, but once they stop working they dispose of these appliances at the landfill, but must be taken separately from the deceased animals.

We receive inquiries monthly on the donations of old appliances.

Page 6 - Shelter Documentation

“It should be noted that zip code information is not consistently recorded or entered in the system”.

We recognize the importance of “Zip Code” information and our current system accepts only Muscogee County Zip Codes, but we don't always have a person who lives in Muscogee County calling us to pick up an animal from a location within Muscogee County.

To ensure all zip codes are encoded, staff has been instructed to use the zip code where the officer was dispatched to identify the location on the impoundment record. Example: If it's someone who found an animal in the Wal-Mart parking lot, they are to use the Wal-Mart address and zip code for the Impoundment Record.

Currently, the ACC is using a Lotus Notes “in house” designed database system to handle all records pertaining to the ACC. ACC has requested funding to purchase an appropriate Animal Shelter/Field Officer Software that will handle Impoundment Information as well as Dispatch Records and all other functions of Animal Control.

Page 8 – Findings & Recommendations

The ACC Website is being upgraded by the IT Department and these improvements have been ongoing with IT for the last 2 years. We understand the staffing shortages that have interfered with the completion of this upgrade. They are actively working to upgrade this site and have it published soon.

All recommendations will be considered and implemented where appropriate. Some recommendations or changes can only be implemented with increase in staffing.

However, we really felt the Mapping Tool would be a tool that our residents can use to match animals to find lost and found animals. This tool is in process and we are hopeful on line and being used by the end of this month.

Page 9 - Budget

“In the past, ACCC utilized 3 inmates. This was discontinued due to increased security measures put into place y the new Warden”

In the past ACC has had the ability to obtain 1-3 Blue Card Inmates, but due to the shortage of trustees, they have not had any since Covid. MCP is aware of our needs and is diligently working to place blue card inmates at the ACC.

A Red Card inmate possess a higher security requirement (Correctional Detail Officer). ACC does not have any Correctional Detail Officers budgeted. To obtain a position of this nature, it would have to be funded under the Public Safety Pay Plan, the individual would have to obtain his/her Post Certification to supervise inmates with this security level. Blue Card inmates don't require this amount of security, but there is a shortage of these inmates.

If we had a Post Certified Officer, it would be easier for MCP to fulfill our inmate needs.

Page 10 – Budget Cont.

“During the month of November, a dog in the holding area was able to jump on top of the run fencing (appx 6') and walk along the top of the fencing of the other runs.”

Coyote-Rollers, we will be ordering one set to use and install in one run to ensure it will work within our facility. If successful we will outfit all runs with this roller to stop animals from being able to escape their runs.

Page 11 - Animal Control Advisory Board

“(3) a donation of 400 microchips”

Only 250 microchips have been received from the donation.

File Attachments for Item:

1. 1st Reading- REZN-11-22-2066: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 1200 / **1226 6th Avenue** (parcel # 018-009-005 / 0T18-009-004A) from LMI (Light Manufacturing / Industrial) Zoning District to UP (Uptown) Zoning District. Planning Department and PAC recommend approval. (Councilor Cogle)

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1200 / 1226 6th Avenue** (parcel # 018-009-005 / OT18-009-004A) from LMI (Light Manufacturing / Industrial) Zoning District to UP (Uptown) Zoning District.

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

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the properties described below from LMI(Light Manufacturing Industrial) Zoning District to UPT(Uptown) Zoning District.

Parcel I:

All that lot, tract or parcel of land situate, lying and being in part of Lots 10, 11, 14 and 15 of Commons Block 21, Columbus, Muscogee County, Georgia, as is more particularly shown on a map or plat entitled "Survey of: THE CENTRAL OF GA. RAILWAY CO. DEPOT", prepared by Department of Engineering, Columbus, Georgia, # C-163, doted April 8, 1988, and duly recorded in the Office of the Clerk of Superior Court, Muscogee County, Georgia, in Plat Book 106, Folio 6. The parcel herein conveyed is denominated as Parcel "A", 0.6595 acres on said map or plat where reference should be made for the exact metes and bounds description of said Parcel "A" herein conveyed.

The above described Parcel "A" is the same identical property conveyed to the Central of Ga. Railway CO. by Deed dated March 8, 1901, which latter Deed is duly recorded in the Office of the aforesaid Clerk in Deed Book "NN", Page 150, being also the same identical property conveyed to Grantor by the Central of Georgia Railroad Company by Deed dated September 17, 1984, which latter Deed was duly recorded in the Office of the aforesaid Clerk in Deed Book 2368, Page 102, as rerecorded on September 26, 1984 in Deed Book 2370, Page 163.

Said Parcel "A" is conveyed herein together with an easement for maintenance of the load bearing columns and the roof overhang as it presently exists with respect to the structure shown on said map or plat aforesaid, said easement being located over and upon the adjoining parcel denominated as Parcel "C" on said map or plat where reference should be made for the exact metes and bounds description of said Parcel "C" and being the same identical easement conveyed in the aforesaid Deed from the Central of Georgia Railroad Company dated September 17, 1984. Said easement denominated as Parcel "C" said map or plat contains 0.0429 acres. 99110964 al.

Parcel II:

In addition, Grantor conveys to Grantee, as part of the consideration hereof, a 20 foot strip of land being denominated as Parcel "D", 2,160 square feet, and 0.05 acres on said map or plat recorded in Net Book 106, Page 6, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, and to which map or plat reference is hereby made for a more particular description of the exact metes and bounds of said Parcel "D" conveyed hereby.

Parcel III:

All that tract or parcel of land situate, lying and being in the State of Georgia, County of Muscogee and City of Columbus, which is known and designated as Parts of Lots 7 and 10 both in Block 21, of the Commons property of the City of Columbus, Georgia, said tract or parcel hereby conveyed being more particularly described as beginning at an iron pin on the east line of Sixth Avenue, which iron pin is 266 feet, as measured along the east line of Sixth Avenue, north of the intersection of the east side of Sixth Avenue, a distance of 48.01 feet, more or less, to a point between two existing buildings; running thence north 89 degrees 55 minutes 40 seconds east, along the south face of the wall of the existing building owned by Grantor known as 1228 Sixth Avenue, a distance of 96.0 feet to an iron pin; running thence south 00 degrees 00 minutes west a distance of 15.44 feet to a point located just inside the north wall of the existing building known as 1226 Sixth Avenue; running thence south 89 degrees 48 minutes 45 seconds east a distance of 12 feet to an iron pin; running thence south 00 degrees 00 minutes west a distance of 33 feet to an iron pin; and mining thence north 89 degrees 48 minutes 45 seconds west a distance of 108 feet to the point of beginning.

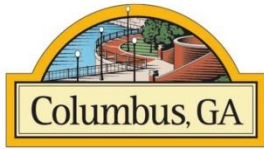
The above-described property is shown as Parcel 'B' 0.116 Ac." On a plat entitled "Replat of Part of Lots 6, 7 & 10, Block 21, Commons, Columbus, Muscogee County, Georgia", dated 2 November 1987, prepared by Moon, Meeks & Patrick, Inc., said plat being recorded in Plat Book 104, Folio 47, in the Office of the Clerk of Superior Court of Muscogee County, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

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

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



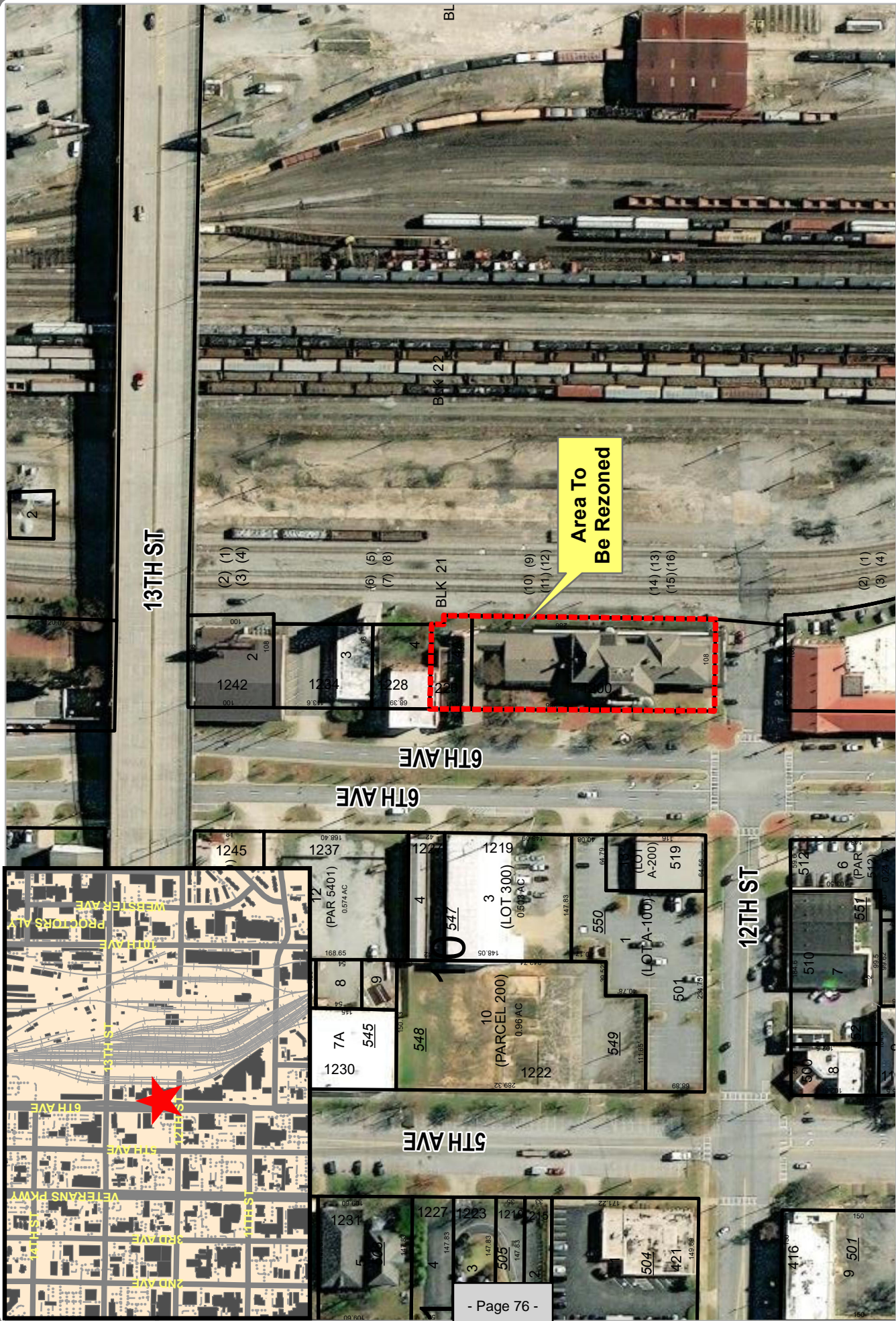
CONSOLIDATED GOVERNMENT
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 PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-11-22-2066

Applicant:	Jack Hayes
Owner:	Columbus Depot, LLC
Location:	1200 / 1226 6 th Avenue
Parcel:	018-009-005 / 018-009-004A
Acreage:	0.83 Acres
Current Zoning Classification:	LMI (Light Manufacturing / Industrial)
Proposed Zoning Classification:	UPT (Uptown)
Current Use of Property:	Office, Business & Professional
Proposed Use of Property:	Office, Business & Professional
Council District:	District 7 (Cogle)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area D
Current Land Use Designation:	Public / Institutional
Future Land Use Designation:	High Density Mixed Use

Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 118 trips up from 63 trips if used for commercial use. The Level of Service (LOS) will remain at level A.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
Surrounding Zoning:	<table> <tr> <td>North</td><td>UPT (Uptown)</td></tr> <tr> <td>South</td><td>LMI (Light Manufacturing / Industrial)</td></tr> <tr> <td>East</td><td>LMI (Light Manufacturing / Industrial)</td></tr> <tr> <td>West</td><td>LMI (Light Manufacturing / Industrial)</td></tr> </table>	North	UPT (Uptown)	South	LMI (Light Manufacturing / Industrial)	East	LMI (Light Manufacturing / Industrial)	West	LMI (Light Manufacturing / Industrial)
North	UPT (Uptown)								
South	LMI (Light Manufacturing / Industrial)								
East	LMI (Light Manufacturing / Industrial)								
West	LMI (Light Manufacturing / Industrial)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	N/A								
Attitude of Property Owners:	Fifteen (15) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.								
	<table> <tr> <td>Approval</td><td>0 Responses</td></tr> <tr> <td>Opposition</td><td>0 Responses</td></tr> </table>	Approval	0 Responses	Opposition	0 Responses				
Approval	0 Responses								
Opposition	0 Responses								
Additional Information:	N/A								
Attachments:	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Flood Map								



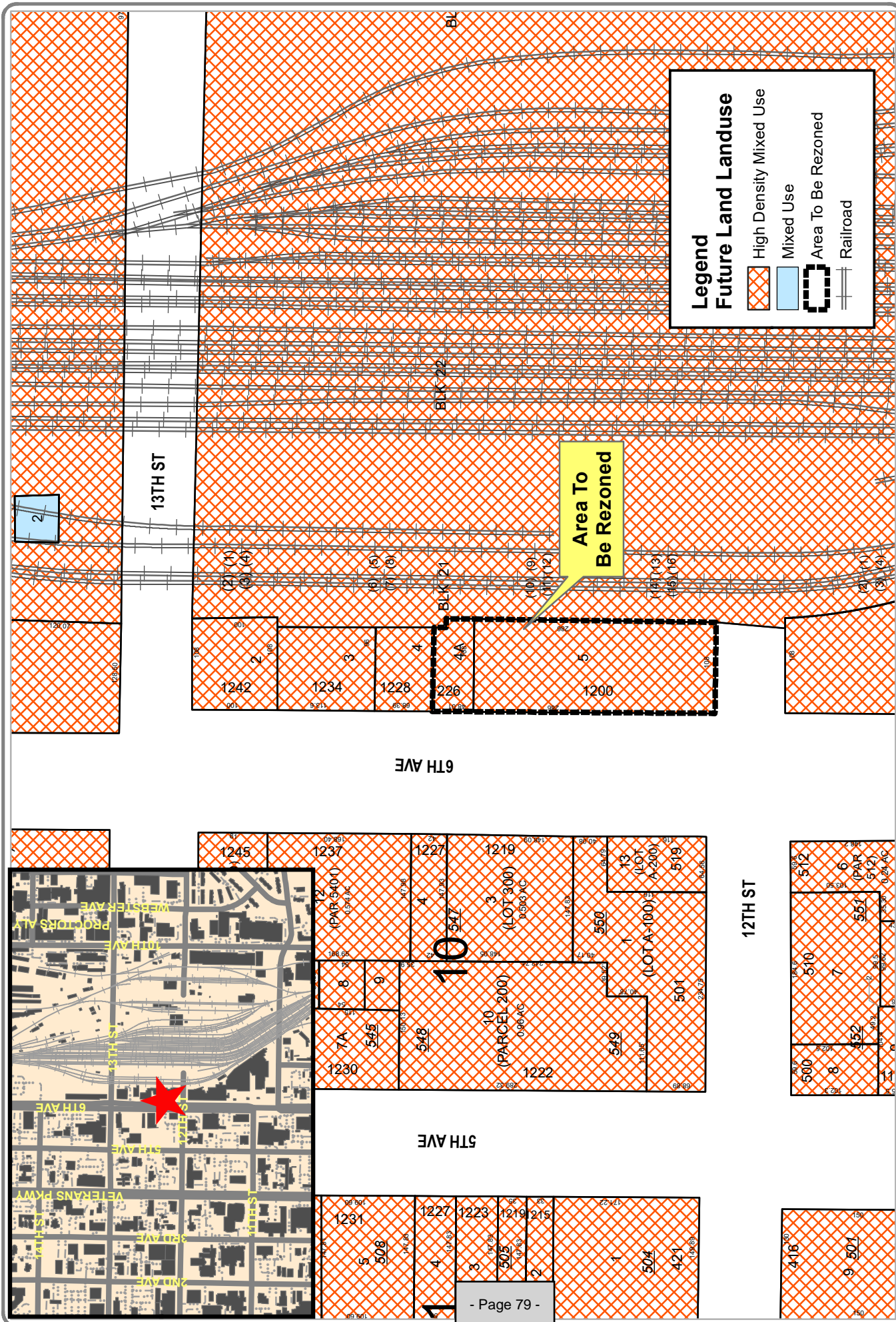


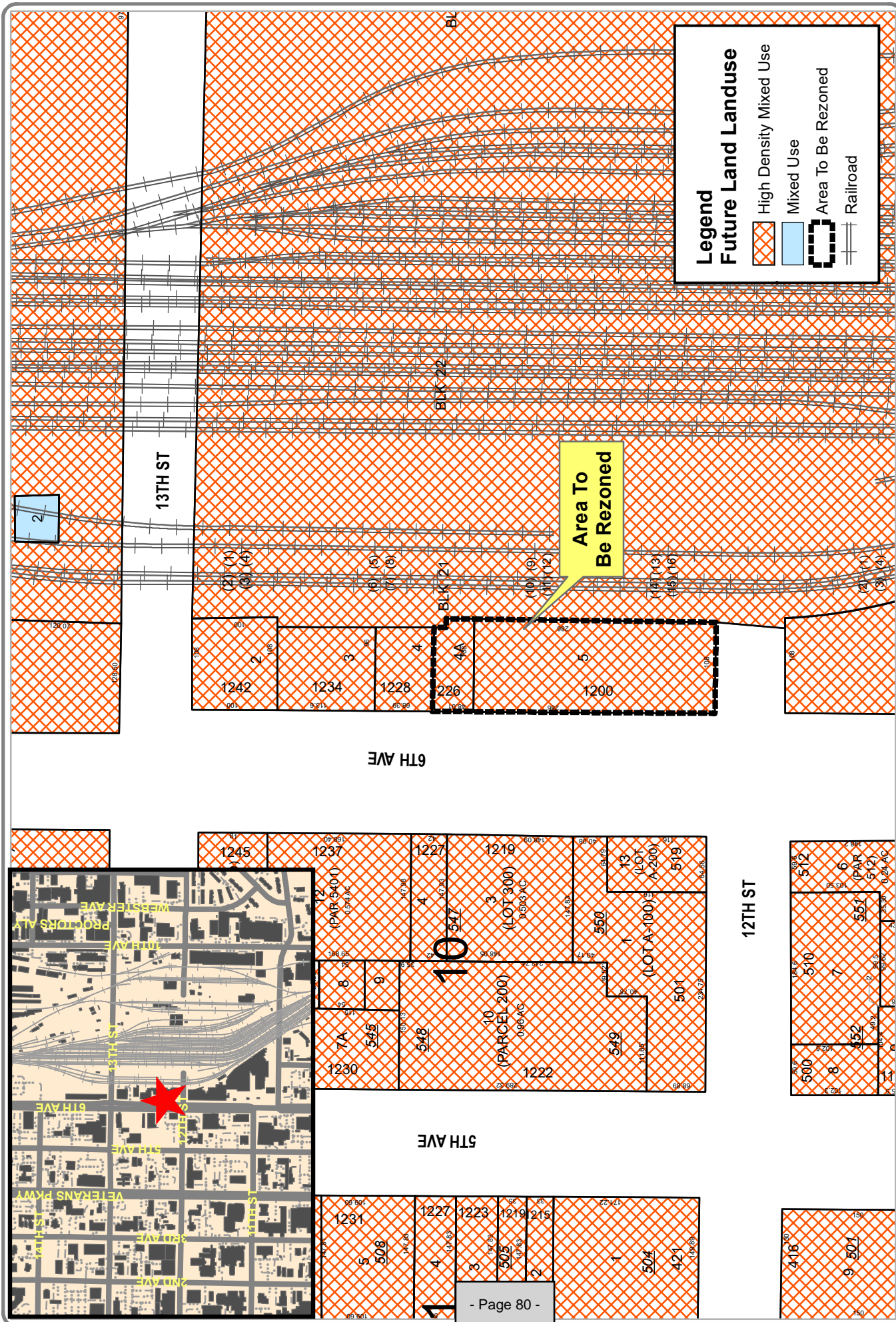
**Zoning Map for REZN 11-22-2066
Map 018 Block 009 Lots 004A & 005
Planning Department-Planning Division
Prepared By Planning GIS Tech**

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



Date: 11/14/2022





Item #1.



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

Future Land Use Map for REZN 11-22-2066
 Map 018 Block 009 Lots 004A & 005
 Planning Department-Planning Division
 Prepared By Planning GIS Tech

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



Date: 11/14/2022

ZONING CASE NO.	REZN 11-22-2066
PROJECT	1200 & 1226 6th Avenue
CLIENT	LMI to UPT
REZONING REQUEST	

REZN 11-22-2066

1200 & 1226 6th Avenue

LMI to UPT

Trip Generation Land Use Code*	715
Existing Land Use	Light Manufacturing - Industrial - (LMI)
Proposed Land Use	Uptown - (UPT)
Existing Trip Rate Unit	LMI - Acreage converted to square footage.
Proposed Trip Rate Unit	UPT - Acreage converted to square footage.

715

Light Manufacturing - Industrial - (LMI)

Uptown - (UPT)

LMI - Acreage converted to square footage.

UPT - Acreage converted to square footage.

[illegible]

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

EXISTING ZONING (LMI)

Name of Street	6th Avenue
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2021)	4,070
Existing Level of Service (LOS)**	A
Additional Traffic due to Existing Zoning	63
Total Projected Traffic (2021)	4,133
Projected Level of Service (LOS)**	A

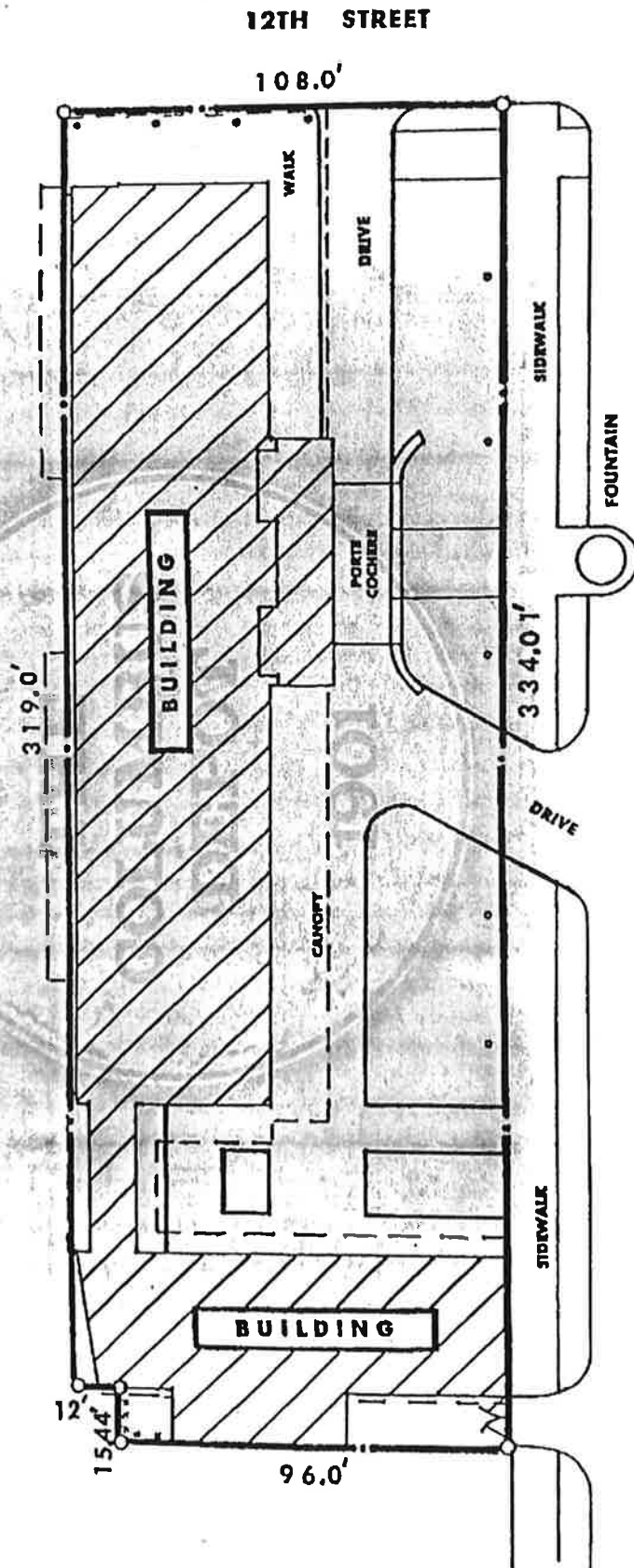
Note: ** Denotes Level of Service Based on National Standards for Different Facility Type (TABLE1- General Highway Capacities by Facility Type)

Name of Street	6th Avenue
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2021)	4,070
Existing Level of Service (LOS)**	A
Additional Traffic due to Proposed	118
Total Projected Traffic (2021)	4,188
Projected Level of Service (LOS)**	A

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

Land Sketch

NOT A SURVEY



APR 26 1961

FILED FOR RECORD _____
JAMES L. STUBBS
CLERK OF SUPERIOR COURT
MUSCOGEE COUNTY, GEORGIA

PARCEL "C" IS A PERPETUAL EASEMENT,
GIVEN BY THE SOUTHERN RAILWAY CO., FOR
THE HORIZONTAL PROJECTION OF THE ROOF
OVERHANG.

Survey of: THE CENTRAL of GA. RAILWAY CO
AND ADJOINING PARCELS TO THE NORTH AT 12th ST. &
Commons Block No. 21, Part Lots 7, 10, 11, 14, & 15

THIS PIAL APPROVED FOR FILING BY:..

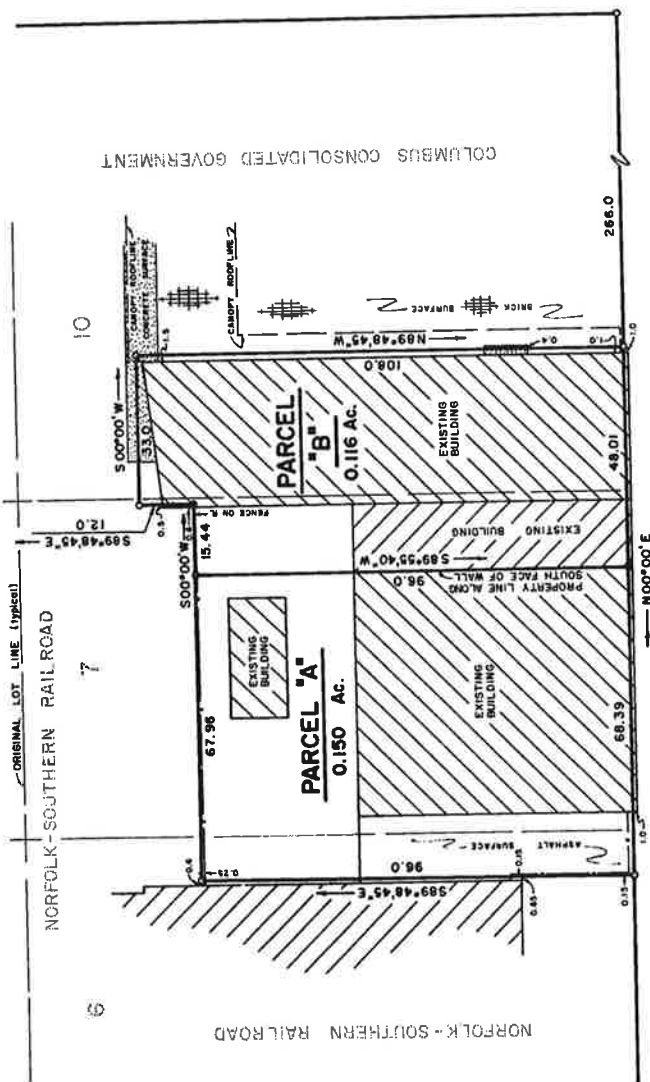
GRAPHIC SCALE



GRAPHIC SCALE

Item #1.

CHARLES F. GILBERT, DIR. of ENGINEERING
DEPARTMENT of ENGINEERING
COLUMBUS



LEGEND
 Iron Stake
 Point in Building
 Wire Fence

6th AVENUE 132'

12th STREET 99'

FILED FOR RECORD 11-13-87
 JAMES L. STUBBS
 CLERK OF SUPERIOR COURT
 MUSCOGEE COUNTY, GEORGIA

REPLAT OF
 PART OF LOTS 6, 7 & 10
 BLOCK 21
 COMMONS
 COLUMBUS, MUSCOGEE COUNTY, GEORGIA
 Scale: 1" = 20'
 2 November 1987
 MOON, MEES & PATRICK, INC.
 Civil Engineers
 Columbus, Ga

Item #1.

THE CORNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE DATE IS SUBSCRIBED HEREIN, THROUGH THE SURVEYOR, HAS BEEN RECORDED IN THE PUBLIC RECORDS OF THE CITY AND COUNTY OF COLUMBUS, GEORGIA, AND THE CITY AND COUNTY OF COLUMBUS, GEORGIA, HAVE BEEN PAID.

CERTIFICATES
 IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF ENGINEERING OF GEORGIA.

DATE 11-2-87
 A. B. MOON, JR., S.E.
 GEORGIA REG. 782

DATE 11-16-1987
 Richard T. Miller
 SURVEYOR OF PLANNING

DATE 11-4-87
 Charles F. Sillit
 DEPARTMENT OF ENGINEERING

DATE NOV. 10, 1987
 Charles F. Sillit
 DEPARTMENT OF ENGINEERING

DATE 11-2-87
 A. B. MOON, JR., S.E.
 GEORGIA REG. 782

DATE 11-16-1987
 Richard T. Miller
 SURVEYOR OF PLANNING

File Attachments for Item:

2. 1st Reading- REZN-11-22-2067: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **1947 Wynnton Road** (parcel # 184-019-001A) from RO (Residential Office) Zoning District to GC (General Commercial) Zoning District. Planning Department and PAC recommend approval.) (Councilor Huff)

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **1947 Wynnton Road** (parcel # 184-019-001A) from RO (Residential Office) Zoning District to GC (General Commercial) Zoning District.

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

Section 1.

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

All that tract or parcel of land situate, lying and being in the State of Georgia, County of Muscogee and City of Columbus, and being known and designated as ALL OF LOT NUMBERED SIX (6) and PART OF LOT NUMBERED FIVE (5), IN BLOCK LETTERED 'E', OF WYNNTON HEIGHTS SUBDIVISION OF THE C. N. MUNRO PLACE, as shown by a map or plat of said subdivision recorded in DEED BOOK 5, FOLIO 96, of the records in the Office of the Clerk of Superior Court of Muscogee County, Georgia to which reference is made for the more complete and accurate description of the real property herein described, PLUS that land lying between the southern line of said Loth and Part of Lot 5, on the north, and the northern line of Wynnton Road, on south, said tract or parcel hereby being more particularly described within the following metes and bounds, to-wit:

Beginning at: an iron stake located at the northwest corner of the intersection of Wynnton Road and Eberhart Avenue, and from said beginning point running south 72 degrees 00 minutes west, along the northwestern line of Wynnton Road, 90 feet to another iron stake; thence running north 02 degrees 50 minutes west 194.74 feet to another iron stake located on the northwestern line of said Lot 5 and the southeastern line of an alley; thence running north 72 degrees 29 minutes east, along the southeastern line of said alley, 90 feet to another iron stake located on the western side of Eberhart Avenue; and thence, running south 02 degrees 47 minutes east, along the western line of Eberhart Avenue, 194 feet to the beginning point.

Said property is presently assigned street address of 1947 Wynnton Road, Columbus, Georgia 31906 according to the present system of assigning street addresses in Muscogee County, Georgia.

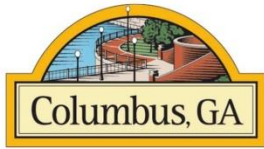
Muscogee County Tax Parcel: 184-019-011A.

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

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

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
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 PLANNING DEPARTMENT

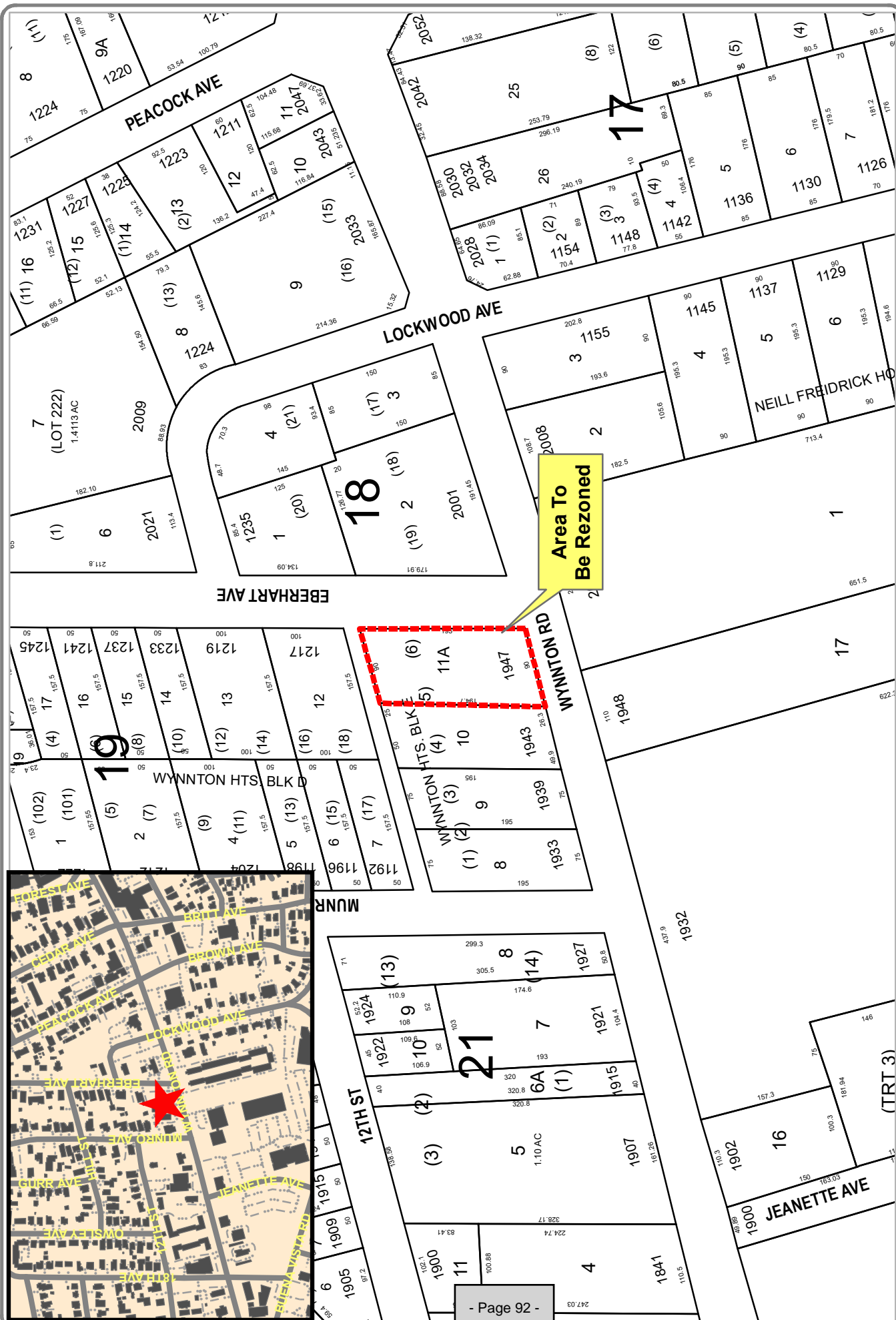
COUNCIL STAFF REPORT

REZN-11-22-2067

Applicant:	Wesley Godwin
Owner:	Same
Location:	1947 Wynnton Road
Parcel:	194-019-001A
Acreage:	0.40 Acres
Current Zoning Classification:	RO (Residential Office)
Proposed Zoning Classification:	GC (General Commercial)
Current Use of Property:	Vacant Building
Proposed Use of Property:	Market
Council District:	District 3 (Huff)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area D
Current Land Use Designation:	General Commercial
Future Land Use Designation:	Mixed Use

Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 153 trips up from 23 trips if used for commercial use. The Level of Service (LOS) will remain at level B.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
Surrounding Zoning:	<table> <tr> <td>North</td><td>RO (Residential Office)</td></tr> <tr> <td>South</td><td>RO (Residential Office)</td></tr> <tr> <td>East</td><td>GC (General Commercial)</td></tr> <tr> <td>West</td><td>RO (Residential Office)</td></tr> </table>	North	RO (Residential Office)	South	RO (Residential Office)	East	GC (General Commercial)	West	RO (Residential Office)
North	RO (Residential Office)								
South	RO (Residential Office)								
East	GC (General Commercial)								
West	RO (Residential Office)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	N/A								
Attitude of Property Owners:	Thirty (30) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received three (3) calls and/or emails regarding the rezoning.								
	<table> <tr> <td>Approval</td><td>0 Responses</td></tr> <tr> <td>Opposition</td><td>3 Responses</td></tr> </table>	Approval	0 Responses	Opposition	3 Responses				
Approval	0 Responses								
Opposition	3 Responses								
Additional Information:	N/A								
Attachments:	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Flood Map								





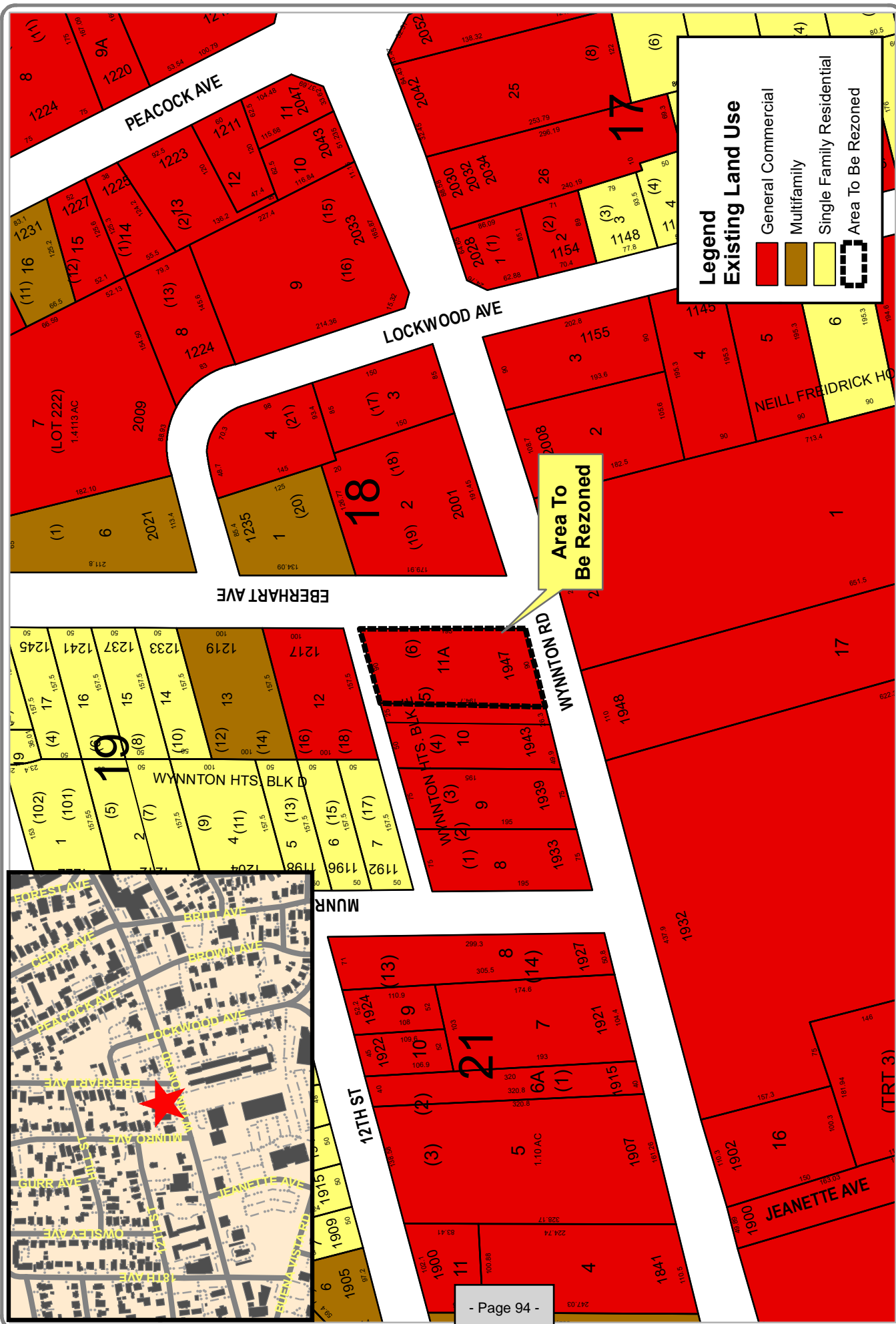
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Location Map for REZN 11-22-2067
Map 184 Block 019 Lot 011A
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Date: 11/14/2022



Item #2.



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

Existing Land Use Map for REZN 11-22-2067

Map 184 Block 019 Lot 011A

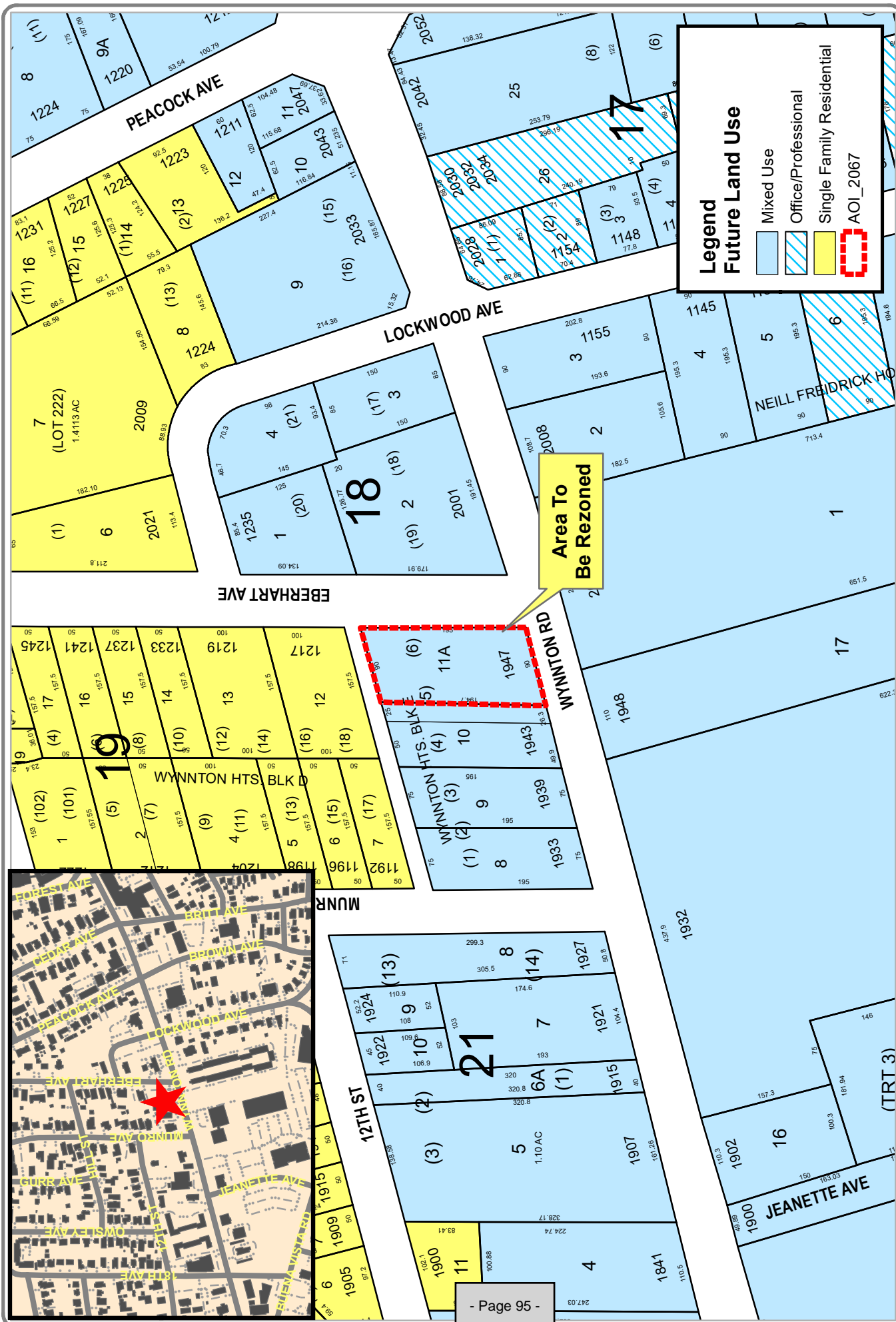
Planning Department-Planning Division

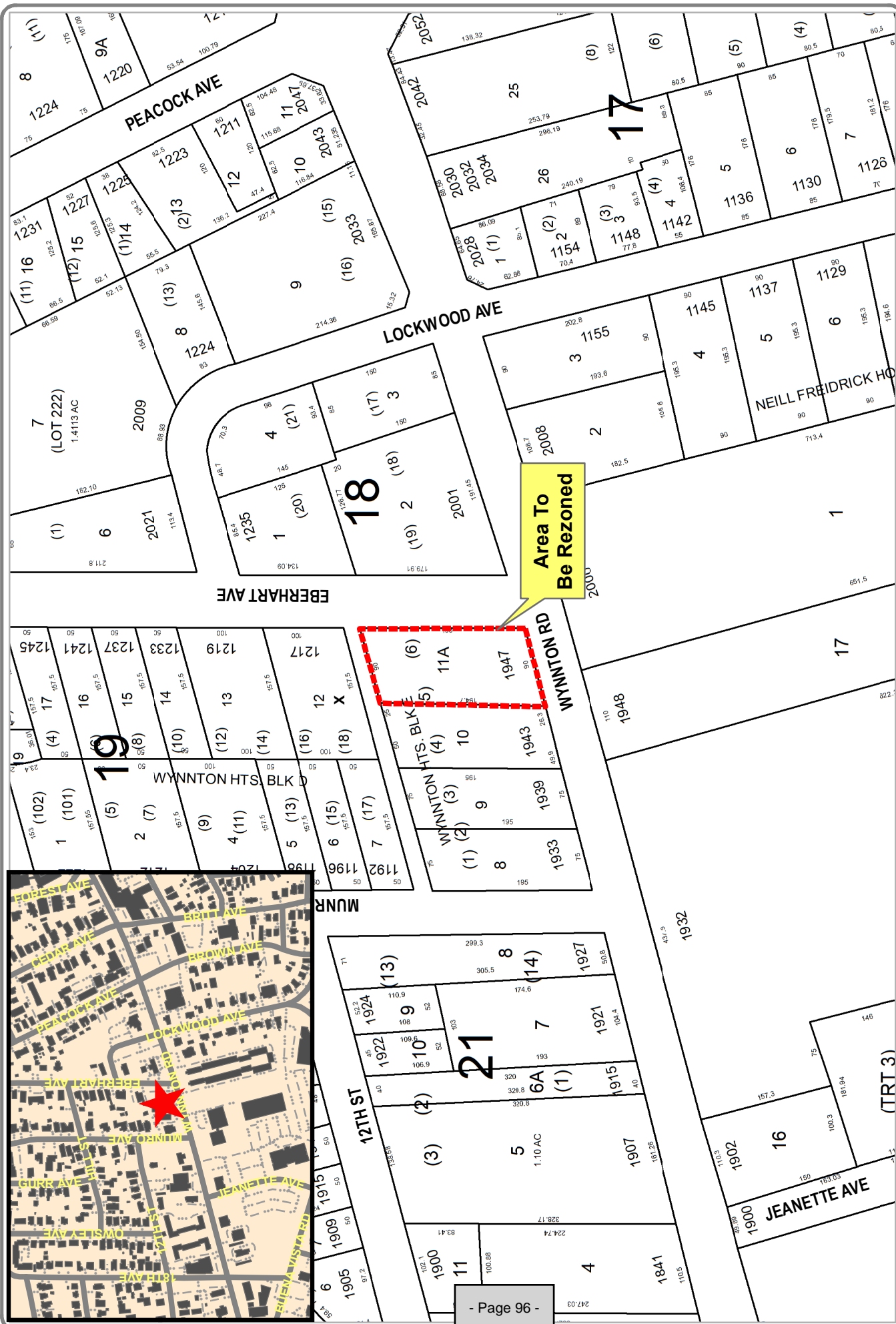
Prepared By Planning GIS Tech

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Date: 11/14/2022





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

Floodzone Map for REZN 11-22-2067
Map 184 Block 019 Lot 011A
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Maps and data are to be used for reference purposes only.
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Map information is believed to be correct but is not guaranteed.



ZONING CASE NO.	REZN 11-22-2067
PROJECT	1947 Wynnton Road
CLIENT	RO to GC
REZONING REQUEST	

LAND USE

Trip Generation Land Use Code*	715 & 850
Existing Land Use	Residential-Office - (RO)
Proposed Land Use	General Commercial - (GC)
Existing Trip Rate Unit	RO - Acreage converted to square footage.
Proposed Trip Rate Unit	GC - Acreage converted to square footage.

TRIP END CALCULATION*

[illegible]

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

TRAFFIC PROJECTIONS

EXISTING ZONING (RO)	
Name of Street	Wynnton Road
Street Classification	Undivided Arterial
No. of Lanes	4
City Traffic Count (2021)	11,600
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	23
Total Projected Traffic (2021)	11,623
Projected Level of Service (LOS)**	B

PROPOSED ZONING (GC)

Name of Street	Wynnton Road
Street Classification	Undivided Arterial
No. of Lanes	4
City Traffic Count (2021)	11,600
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	153
Total Projected Traffic (2021)	11,753
Projected Level of Service (LOS)**	B

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

ZONING PLAT

PROPERTY OF AFLAC INCORPORATED
 ALL OF LOT 6 & PART OF LOT 5, BLOCK E,
 WYNNTON HEIGHTS SUBDIVISION
 COLUMBUS, MUSCOGEE COUNTY, GEORGIA

Prepared for:
 DREW GODWIN

PROJECT NO.: 22-7099
 DRAWN BY: MDR
 DESIGNED BY: JRW
 SURVEYED BY: 10/31/2022
 CHECKED BY: CFR
 SCALE: 1" = 30'
 DATE: 11/01/2022

SHEET 1

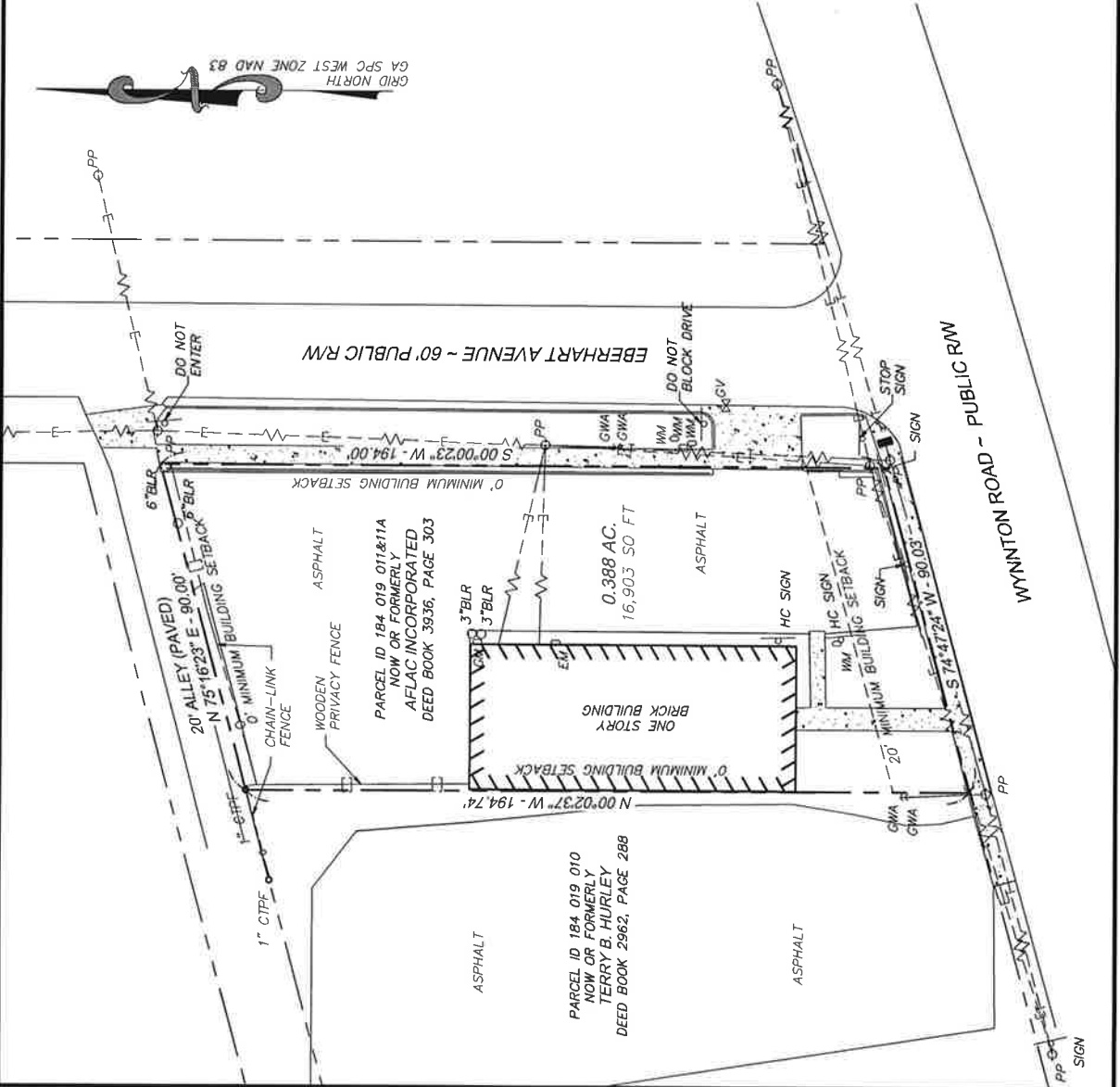
OF 1

PROJECT NOTES

1. TOTAL AREA IN TRACT = 0.388 ACRES.
2. PROPERTY ADDRESS: 1947 WYNNTON ROAD COLUMBUS, GA
3. THIS PROPERTY IS ZONED: C3 (COMMERCIAL) THE MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS: FRONT = 20' REAR = 0'/15' SIDE = 0'/15'
4. * 15' WHEN ABUTTING A RESIDENTIAL DISTRICT.
5. THIS SURVEY WAS MADE USING A GEOMAX ZOOM 90 ROBOTIC TOTAL STATION TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS.
6. THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT ON THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.
7. CERTAIN DATA SHOWN ON THIS PLAT WAS OBTAINED UTILIZING GPS (GLOBAL POSITIONING SYSTEMS). IT INCLUDES: BASIS OF BEARINGS, HORIZONTAL CONTROL, VERTICAL CONTROL, OBSERVATION TIMES, ELEVATION, THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A LEICA 201L GPS RECEIVER WITH A MESA 3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A MOBILE DATA LINK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM A TRIMBLE VRS REAL TIME NETWORK OPERATED BY EPOS SOLUTIONS, INC.
8. THIS PROPERTY IS IN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP FOR CITY OF COLUMBUS - MUSCOGEE COUNTY, GEORGIA, PANEL 47 OF 76, AS SHOWN ON MAP NUMBER 1301590047, WITH AN EFFECTIVE DATE OF SEPTEMBER 3, 2007.

LEGEND

SYMBOLS	
CRIMP TOP PIPE FOUND	○ CTFP
GUY WIRE ANCHOR	○ GWA
POWER POLE	○ PP
ELECTRIC METER	○ EM
WATER METER	○ WM
WATER VALVE	○ WV
GAS METER	○ GM
GAS VALVE	○ GV
STREET SIGN	○ SIGN
BOLLARD	○ BLR
LINE TYPES	
PROPERTY LINE	---
ADJOINING PROPERTY LINE	---
RIGHT-OF-WAY LINE	---
OVERHEAD ELECTRICAL	---
OVERHEAD TELEPHONE	---
CHAIN LINK FENCE	---
WOOD PRIVACY FENCE	---



File Attachments for Item:

3. 1st Reading- REZN-11-22-2068: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to change certain boundaries of a district located at **8215 Cooper Creek Road** (parcel # 080-001-004) from RO (Residential Office) Zoning District to SFR1 (Single Family Residential 1) Zoning District. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to change certain boundaries of a district located at **8215 Cooper Creek Road** (parcel # 080-001-004) from RO (Residential Office) Zoning District to SFR1 (Single Family Residential 1) Zoning District.

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

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from RO(Residential Office) Zoning District to SFR1(Single Family Residential 1) Zoning District.

Commence at an iron stake marking the intersection of the southerly line of Veterans Parkway and the easterly line of Cooper Creek Road; thence along Cooper Creek Road, 440.27 feet to an iron stake and the POINT OF BEGINNING; thence South 11 degrees 56 minutes 09 seconds East, 53.59 feet to an iron stake; thence along the arc of a counterclockwise curve (said arc having a radius of 573.69 feet and being subtended by a 6.41 foot chord bearing South 12 degrees 13 minutes 17 seconds East), 6.41 feet to an iron stake; thence leaving Cooper Creek Road, South 78 degrees 06 minutes 55 seconds West, 261.20 feet to an iron stake; thence North 04 degrees 26 minutes 41 seconds West, 60.51 feet to an iron stake; thence North 78 degrees 06 degrees 55 seconds East, 253.28 feet to an iron stake on the easterly line of Cooper Creek Road and the POINT OF BEGINNING, containing 0.35 acres.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

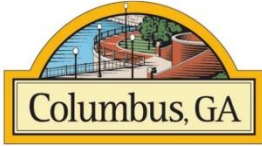
Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____

Councilor Huff
Councilor Thomas
Councilor Tucker

voting _____
voting _____
voting _____

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
 PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-11-22-2068

Applicant:	Bernard Jones
Owner:	Same
Location:	8223 Cooper Creek Road
Parcel:	080-001-004
Acreage:	0.35 Acres
Current Zoning Classification:	RO (Residential Office)
Proposed Zoning Classification:	SFR1 (Single Family Residential 1)
Current Use of Property:	Vacant / Undeveloped
Proposed Use of Property:	Single Family, Dwelling
Council District:	District 6 (Allen)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area A
Current Land Use Designation:	Rural Residential
Future Land Use Designation:	Single Family Residential

Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will decrease to 10 trips down from 20 trips if used for residential use. The Level of Service (LOS) will remain at level B.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.								
Surrounding Zoning:	<table> <tr> <td>North</td><td>NC (Neighborhood Commercial)</td></tr> <tr> <td>South</td><td>SFR1 (Single Family Residential 1)</td></tr> <tr> <td>East</td><td>SFR1 (Single Family Residential 1)</td></tr> <tr> <td>West</td><td>RO (Residential Office)</td></tr> </table>	North	NC (Neighborhood Commercial)	South	SFR1 (Single Family Residential 1)	East	SFR1 (Single Family Residential 1)	West	RO (Residential Office)
North	NC (Neighborhood Commercial)								
South	SFR1 (Single Family Residential 1)								
East	SFR1 (Single Family Residential 1)								
West	RO (Residential Office)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	<p>The site shall include a Category A buffer along all property lines bordered by the NC zoning district. The 3 options under Category A are:</p> <ol style="list-style-type: none"> 1) 5 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 3) 20 feet undisturbed natural buffer. 								
Attitude of Property Owners:	Fifteen (15) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.								
Approval	0 Responses								
Opposition	0 Responses								

Additional Information:

N/A

Attachments:

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



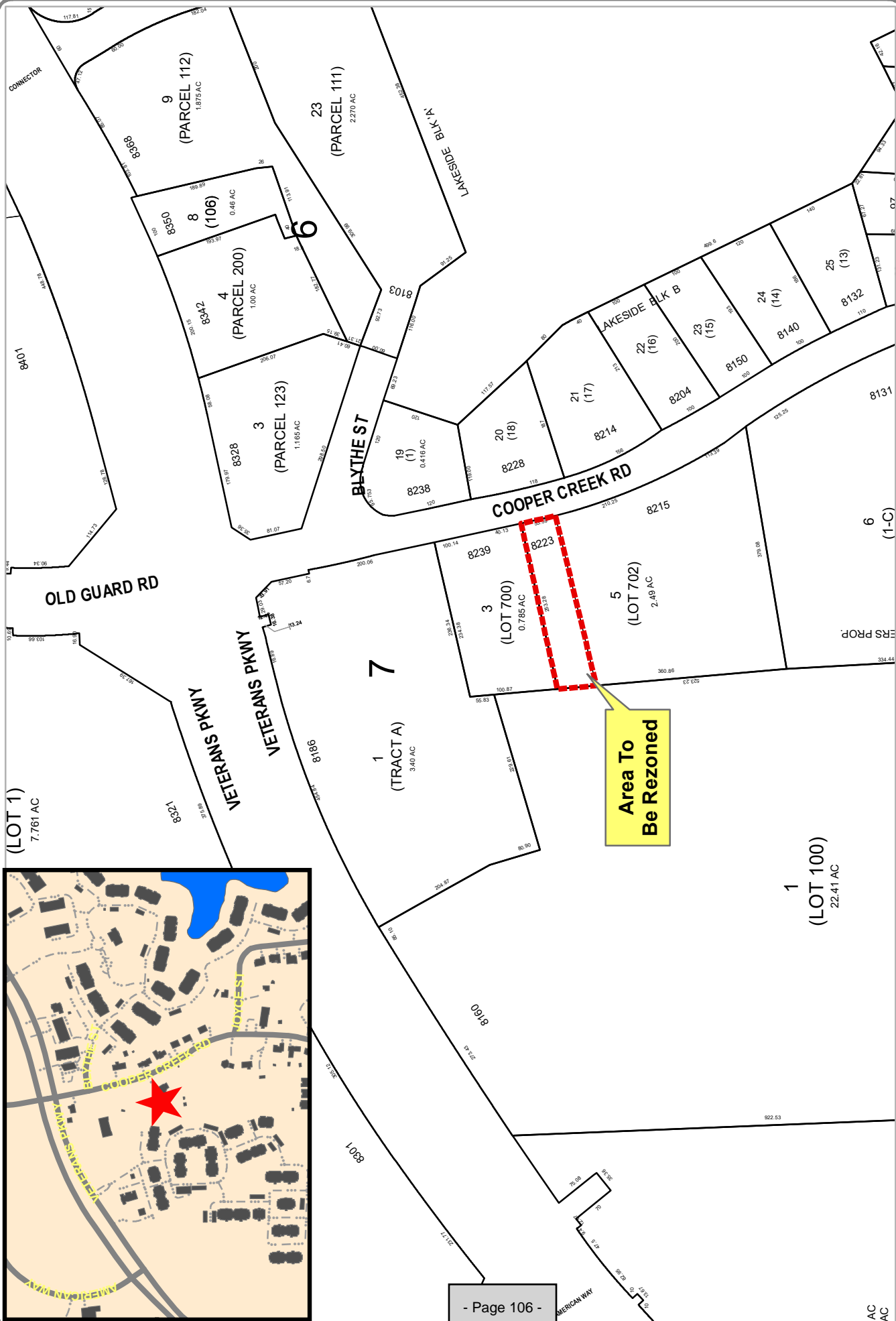
Item #3.

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

Aerial Map for REZN 11-22-2068
Map 080 Block 001 Lot 004
Planning Department-Planning Division
Prepared By Planning GIS Tech

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

Date: 11/14/2022



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Date: 11/14/2022

Item #3.

Location Map for REZN 11-22-2068
Map 080 Block 001 Lot 004

Planning Department-Planning Division
Prepared By Planning GIS Tech

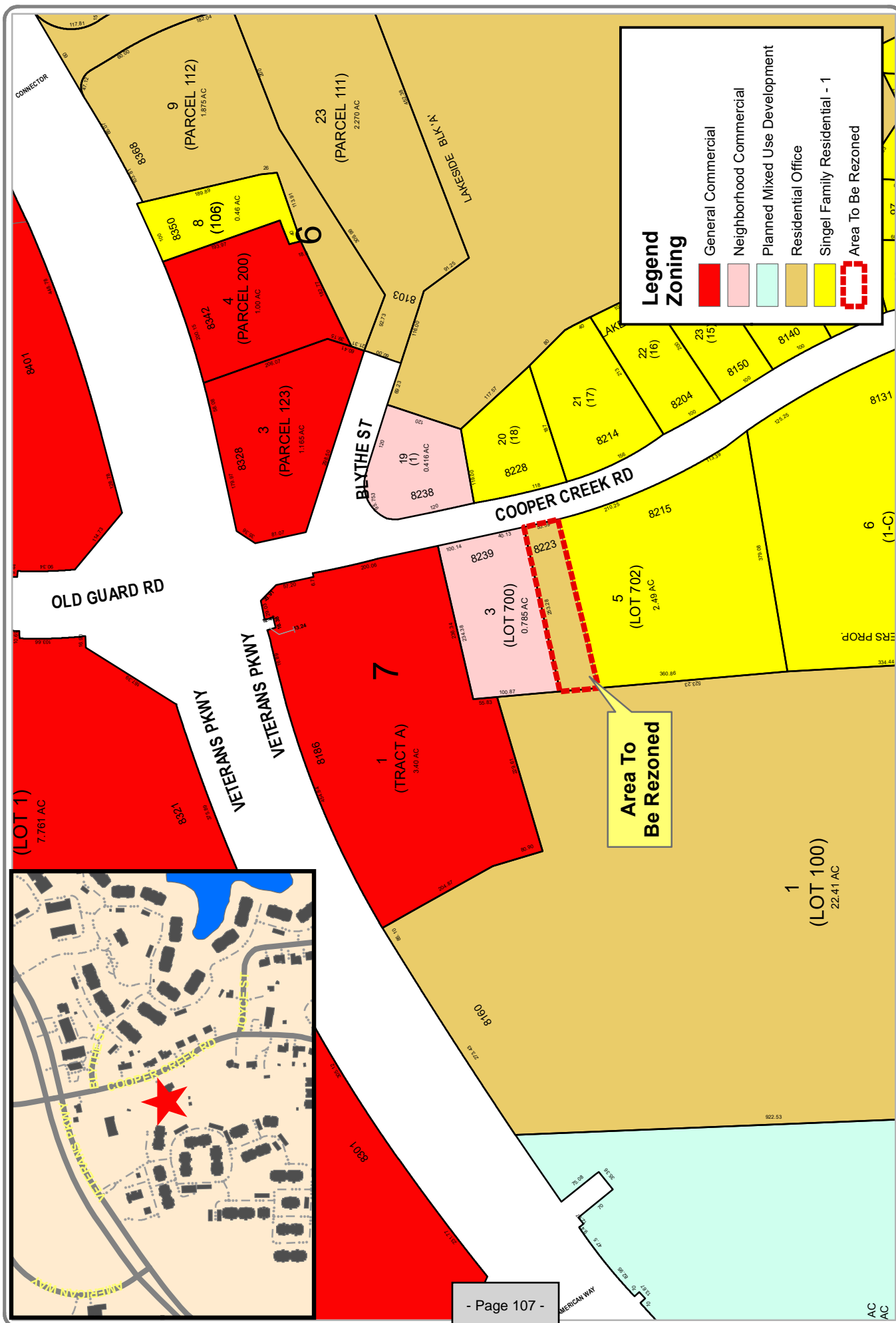
0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

AC
AC



Item #3.

Columbus Planning

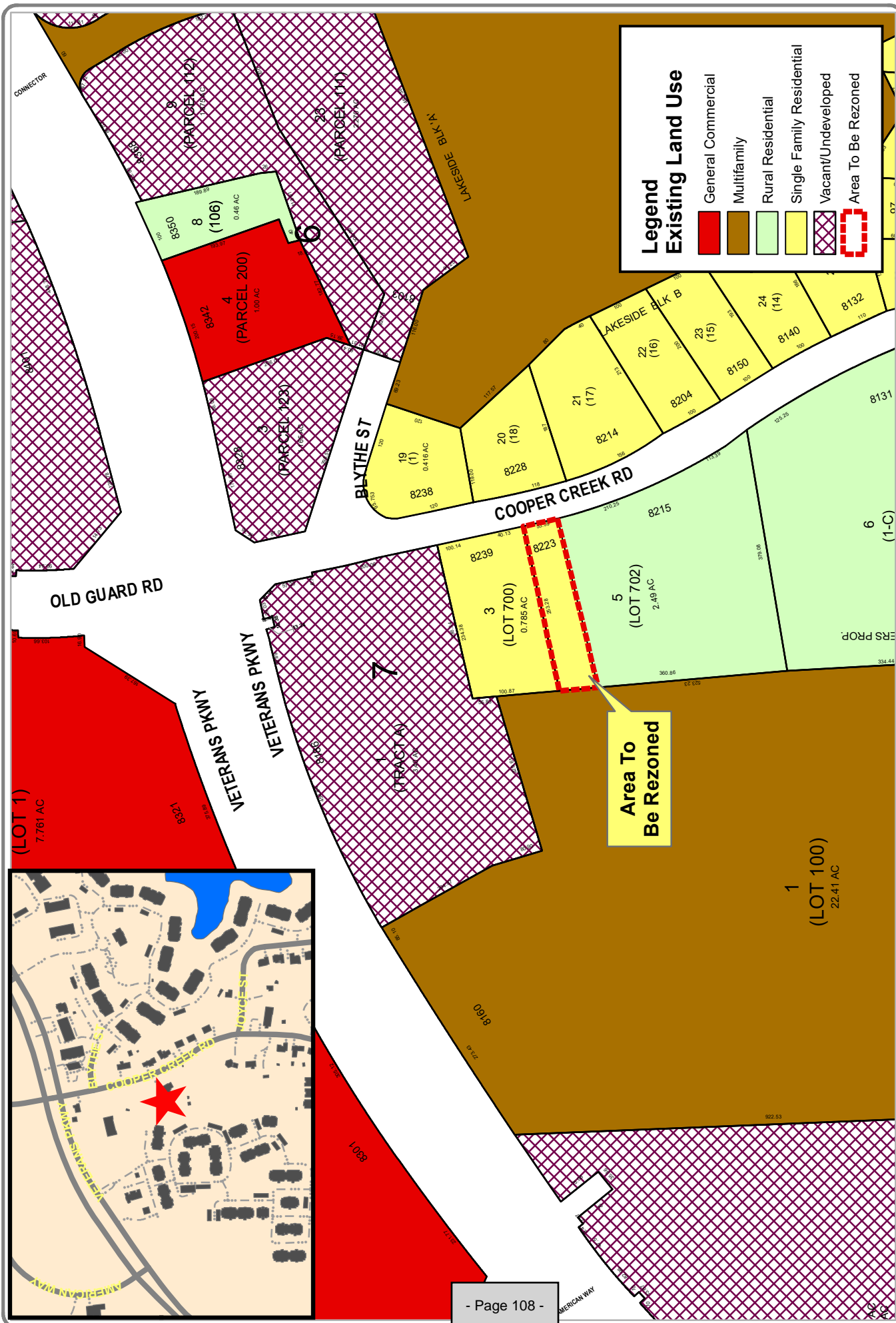
Zoning Map for REZN 11-22-2068
Map 080 Block 001 Lot 004

Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 11/14/2022

- Page 107 -



Item #3.

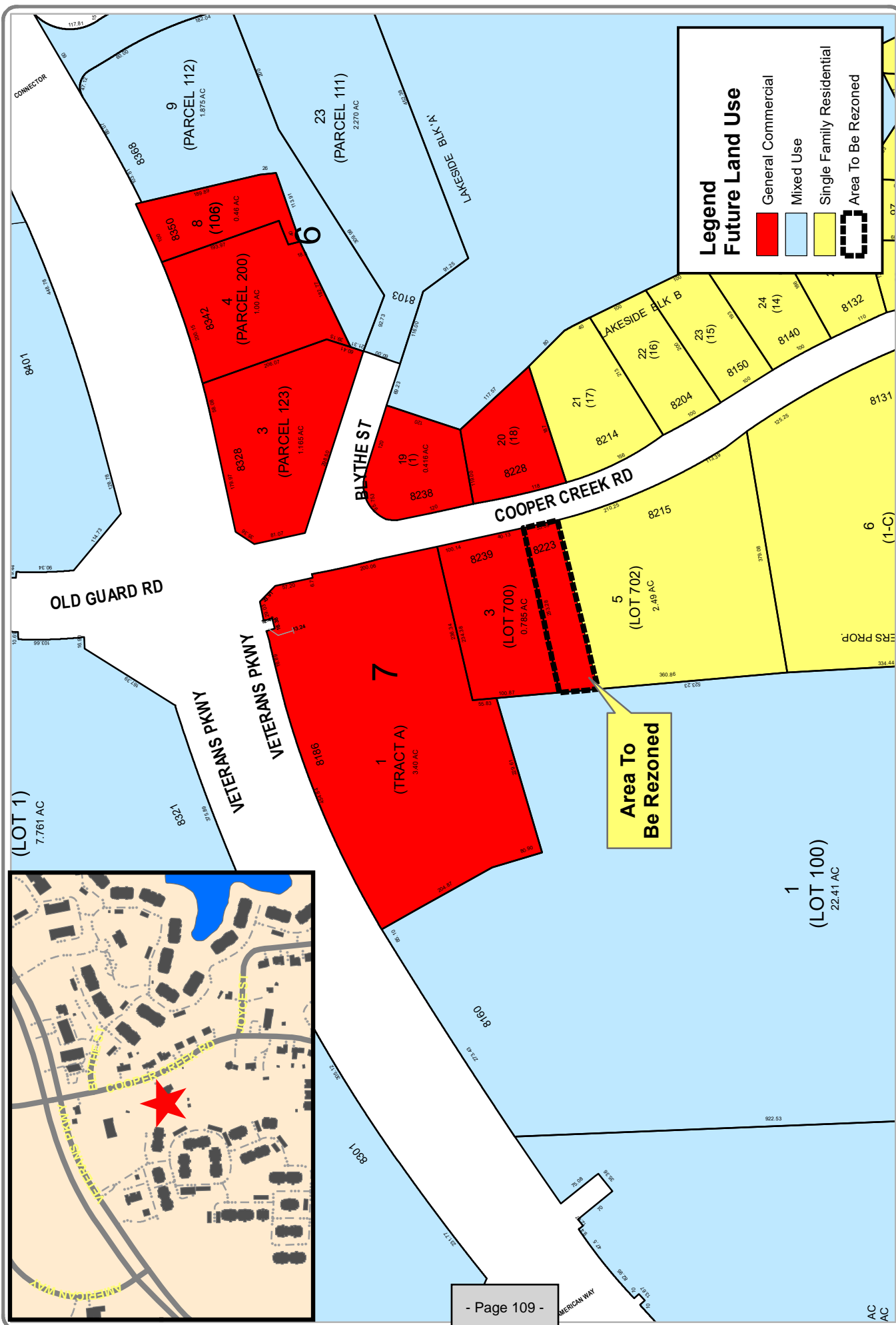
0 100 200 Feet
1 inch = 200 feet
Data Source: IT/GIS
Author: David Cooper

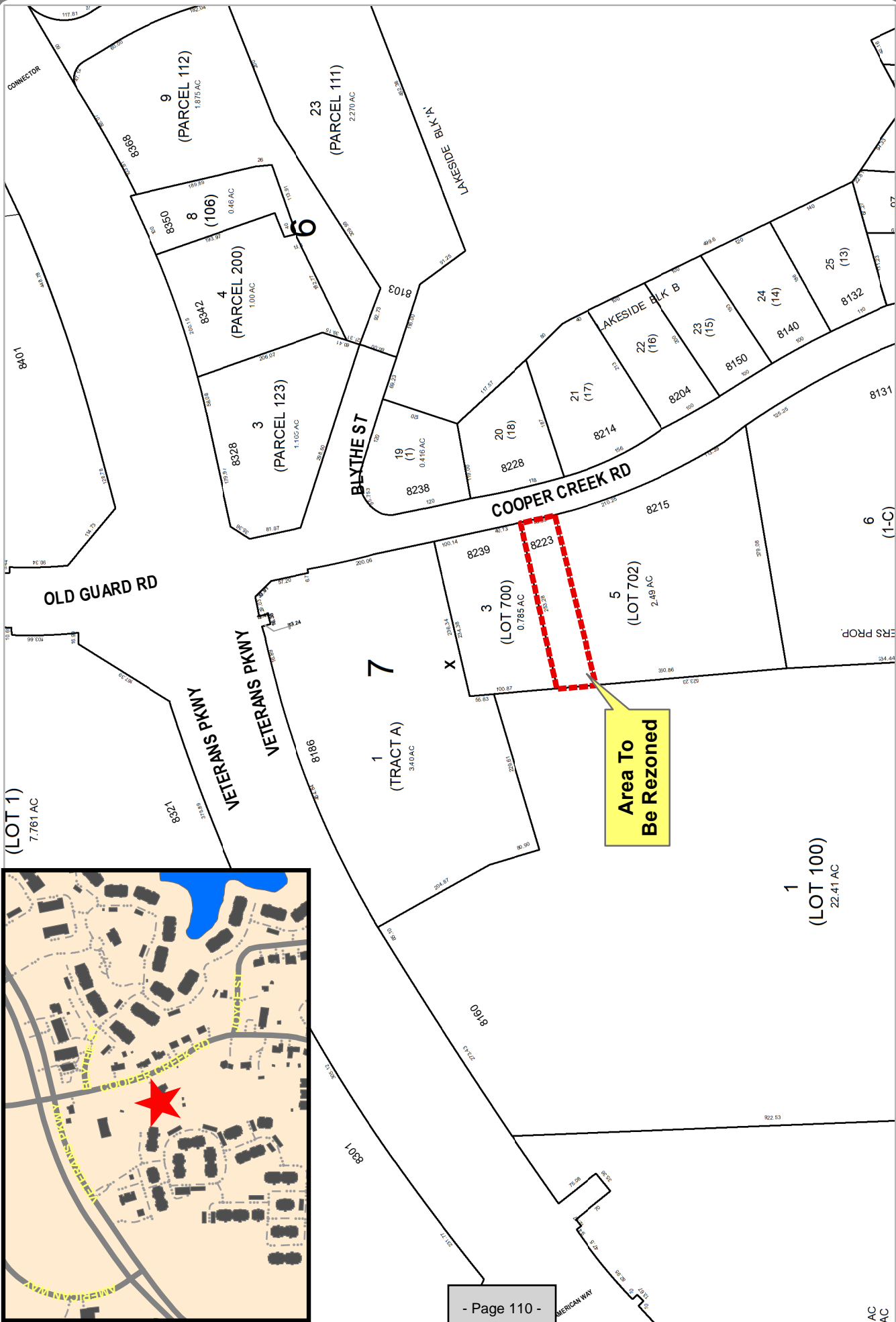
Existing Land Use Map for REZN 11-22-2068
 Map 080 Block 001 Lot 004
 Planning Department-Planning Division
 Prepared By Planning GIS Tech

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Date: 11/14/2022

11/14/2022





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Date: 11/14/2022

Floodzone Map for REZN 11-22-2068
Map 080 Block 001 Lot 004

Planning Department-Planning Division
Prepared By Planning GIS Tech

Item #3.

0 100 200 Feet
1 inch = 200 feet

Data Source: IT/GIS
Author: David Cooper

REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO. REZN 11-22-2068
PROJECT 8223 Cooper Creek Road
CLIENT
REZONING REQUEST RO to SFR1

LAND USE

Trip Generation Land Use Code* 715 & 210
Existing Land Use Residential-Office - (RO)
Proposed Land Use Single Family Residential 1 - (SFR1)
Existing Trip Rate Unit RO - Acreage converted to square footage.
Proposed Trip Rate Unit SFR1 - Acreage converted to square footage.

TRIP END CALCULATION*

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (Existing Zoning)					
Single Tenant Office Building	715	RO	0.35 Acres	13.07	20
				Total	20
Daily (Proposed Zoning)					
Single Family Detached Housing	210	SFR1	0.35 Acres	9.43	10
				Total	10

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

TRAFFIC PROJECTIONS

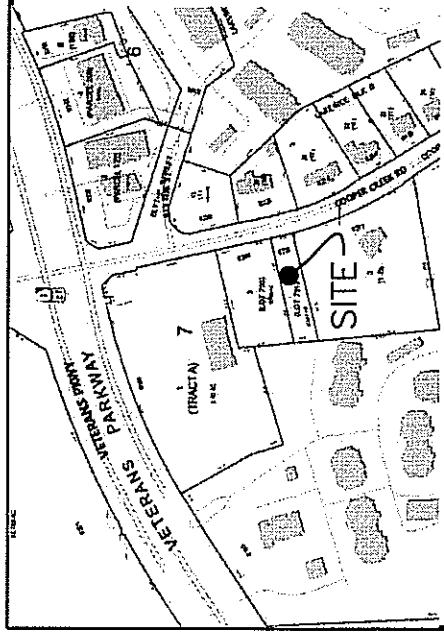
EXISTING ZONING (RO)

Name of Street	Veterans Parkway
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2021)	18,500
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	20
Total Projected Traffic (2021)	18,520
Projected Level of Service (LOS)**	B

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

PROPOSED ZONING (SFR1)

Name of Street	Veterans Parkway
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2021)	18,500
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	10
Total Projected Traffic (2021)	18,510
Projected Level of Service (LOS)**	B

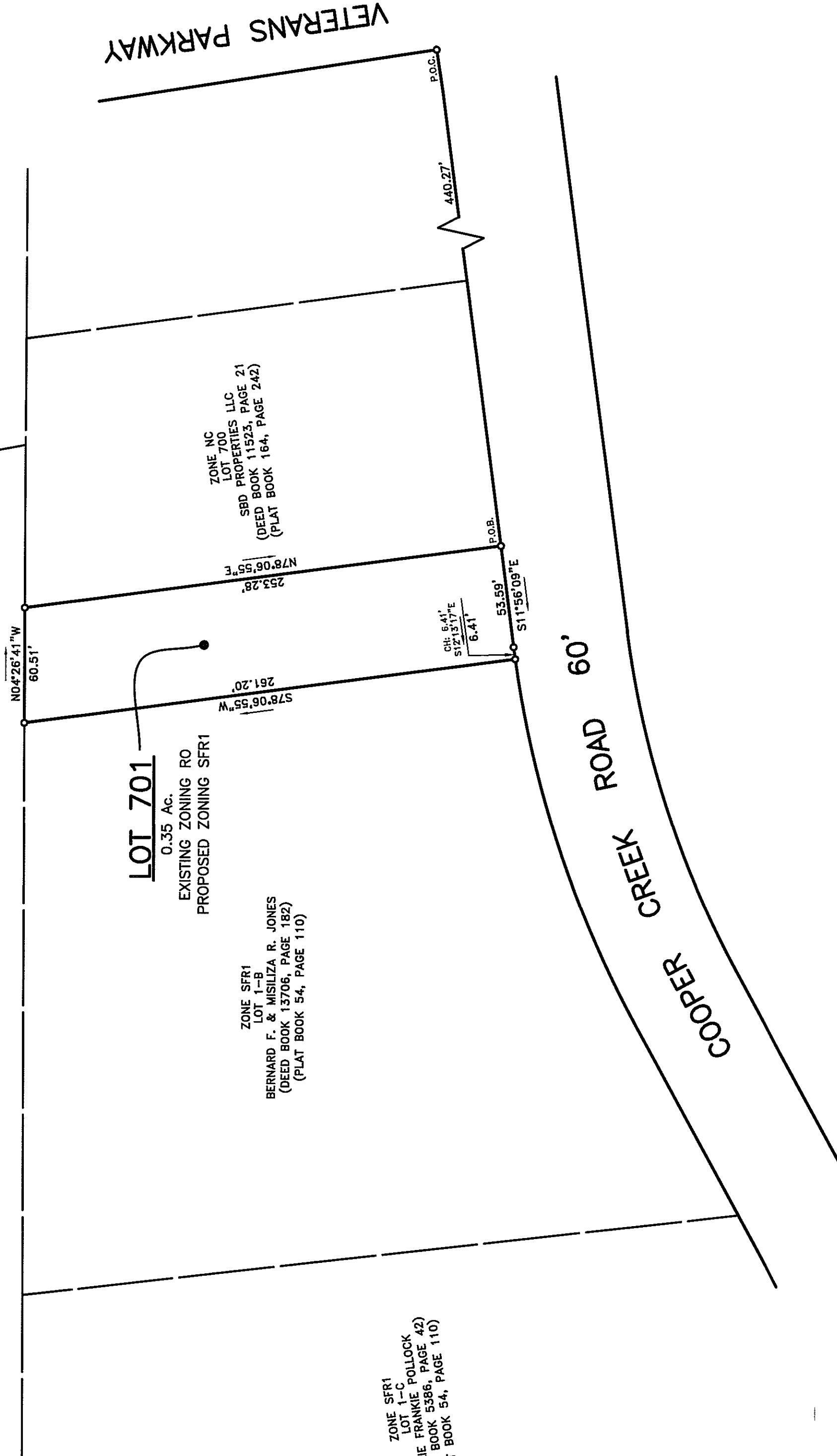


VICINITY MAP
NOT TO SCALE

ZONE RO
BALLANTYNE COLUMBUS LLC
(DEED BOOK 13652, PAGE 16)
(PLAT BOOK 162, PAGE 301)



- NOTES:
1. THE PURPOSE OF THIS REZONING IS TO REZONE LOT 701 SO THAT THE OWNER (BERNARD & MISILIZA REDONDO JONES) CAN COMBINE LOT 701 WITH LOT 1-B INTO ONE TAX PARCEL.
 2. WATER TO THE PROPERTY IS PROVIDED BY COLUMBUS WATER WORKS.
 3. SANITARY SEWER IS PROVIDED BY COLUMBUS WATER WORKS.



LOT 701
0.35 Ac.
EXISTING ZONING RO
PROPOSED ZONING SFR1

ZONE NC
LOT 700
SBD PROPERTIES LLC - 21
(DEED BOOK 11523, PAGE 21)
(PLAT BOOK 164, PAGE 242)

ZONE SFR1
LOT 1-B
BERNARD F. & MISILIZA R. JONES
(DEED BOOK 13706, PAGE 182)
(PLAT BOOK 54, PAGE 110)

ZONE SFR1
LOT 1-C
BILLIE FRANKIE POLLOCK
(DEED BOOK 5386, PAGE 42)
(PLAT BOOK 54, PAGE 110)

NOTE: THIS PLAT WAS PREPARED TO ACCOMPANY
A PETITION TO REZONE PROPERTY.

OWNERS' INFORMATION:
BERNARD & MISILIZA REDONDO JONES
8215 COOPER CREEK ROAD
COLUMBUS GA, 31909
334-338-2687

REZONE PLAT OF
LOT 701
REPLAT OF LOT 1
**PROPERTY OF ADA BORDERS
AND AUBREY BORDERS**

PART OF LAND LOT 269, 19th DISTRICT
COLUMBUS, MUSCOGEE COUNTY, GEORGIA
Scale 1" = 50' 24 October 2022
MOON MEEKS & ASSOCIATES, INC.
(GA. REG. NO. H206465)
Civil Engineers - Land Surveyors
100 Southern Way, Suite A, Columbus, Georgia 31904
(706) 327-8306



File Attachments for Item:

4. 1st Reading- REZN-11-22-2069 An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **4030 Veterans Court** (parcel # 072-010-028) from RO (Residential Office) Zoning District with conditions to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)

AN ORDINANCE**NO. _____**

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **4030 Veterans Court** (parcel # 072-010-028) from RO (Residential Office) Zoning District with conditions to GC (General Commercial) Zoning District.

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

Section 1.

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

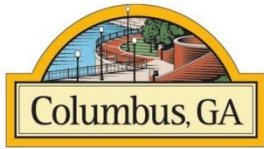
All that tract of parcel of land situate, lying and being in Land Lot 39, 8th District, Columbus, Muscogee County, Georgia, being known and designated as LOT 511, 7.99 Acres, as said lot is shown upon a map or plat entitled "Replat of Lots 5, 6 & 11 of Veterans Court Center, Lying in Part of Land Lots 39 & 42, 8th District, Columbus, Muscogee County, Georgia", dated September 8, 2016, prepared by Moon, Meeks, Mason & Vinson, Inc., recorded in Plat Book 165, Page 93, in Office of the Clerk of the Superior Court of Muscogee County, Georgia, to which reference is made for a more specific location and dimensions of said lot.

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

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

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



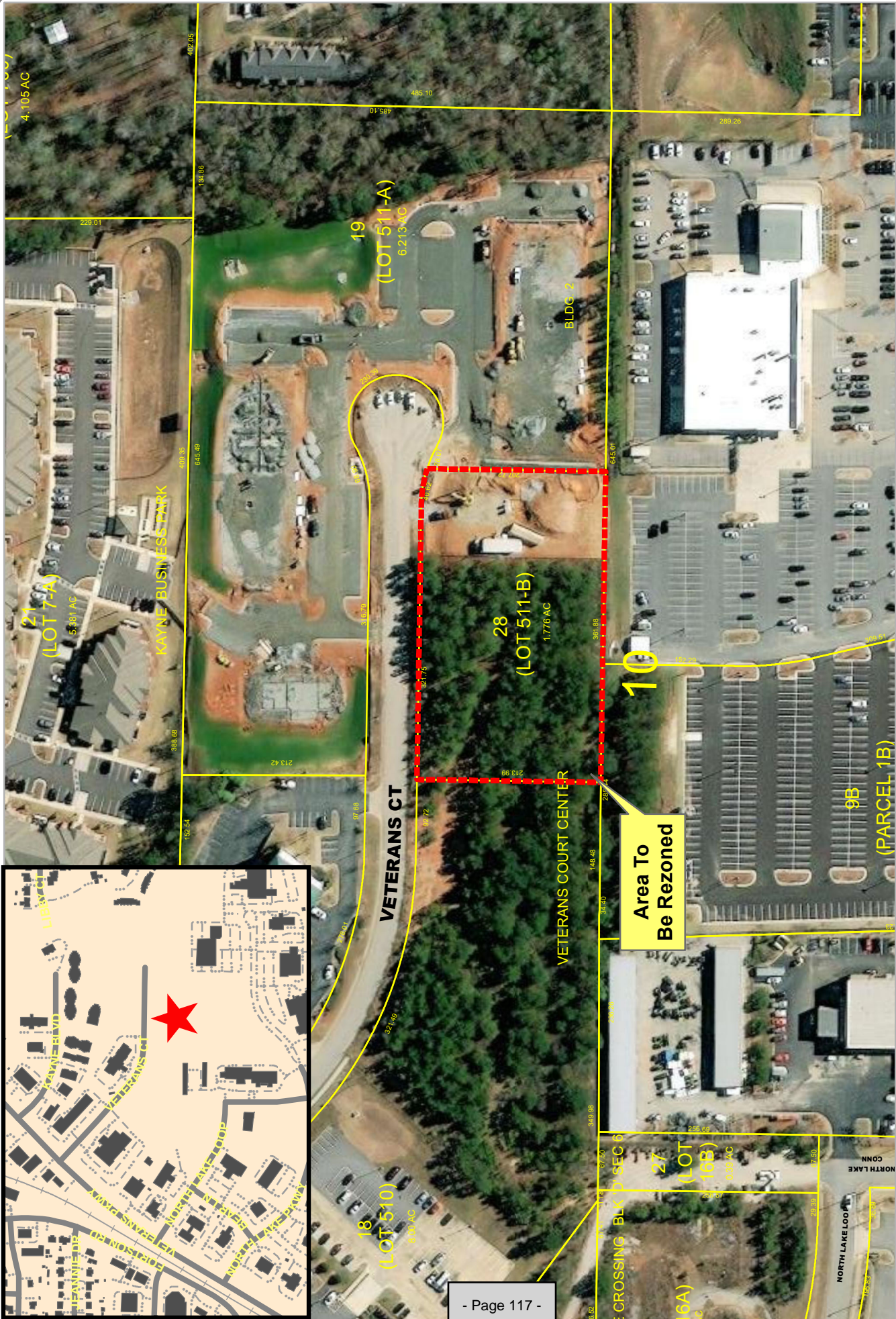
CONSOLIDATED GOVERNMENT
What progress has preserved.
 PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-11-22-2069

Applicant:	Jon Rasmussen
Owner:	SAAB Investments & Hospitality, LLC
Location:	4030 Veterans Court
Parcel:	072-010-028
Acreage:	1.78 Acres
Current Zoning Classification:	RO (Residential Office) with conditions (ORD # 13-21)
Proposed Zoning Classification:	GC (General Commercial)
Current Use of Property:	Vacant / Undeveloped
Proposed Use of Property:	Auto/Truck Paint & Body Shop
Council District:	District 2 (Davis)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area A
Current Land Use Designation:	General Commercial
Future Land Use Designation:	General Commercial

Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 123 trips up from 101 trips if used for commercial use. The Level of Service (LOS) will remain at level C.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
Surrounding Zoning:	<table> <tr> <td>North</td><td>RO (Residential Office)</td></tr> <tr> <td>South</td><td>GC (General Commercial)</td></tr> <tr> <td>East</td><td>RO (Residential Office)</td></tr> <tr> <td>West</td><td>GC (General Commercial)</td></tr> </table>	North	RO (Residential Office)	South	GC (General Commercial)	East	RO (Residential Office)	West	GC (General Commercial)
North	RO (Residential Office)								
South	GC (General Commercial)								
East	RO (Residential Office)								
West	GC (General Commercial)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	N/A								
Attitude of Property Owners:	Ten (10) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.								
	<table> <tr> <td>Approval</td><td>0 Responses</td></tr> <tr> <td>Opposition</td><td>0 Responses</td></tr> </table>	Approval	0 Responses	Opposition	0 Responses				
Approval	0 Responses								
Opposition	0 Responses								
Additional Information:	N/A								
Attachments:	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Flood Map								



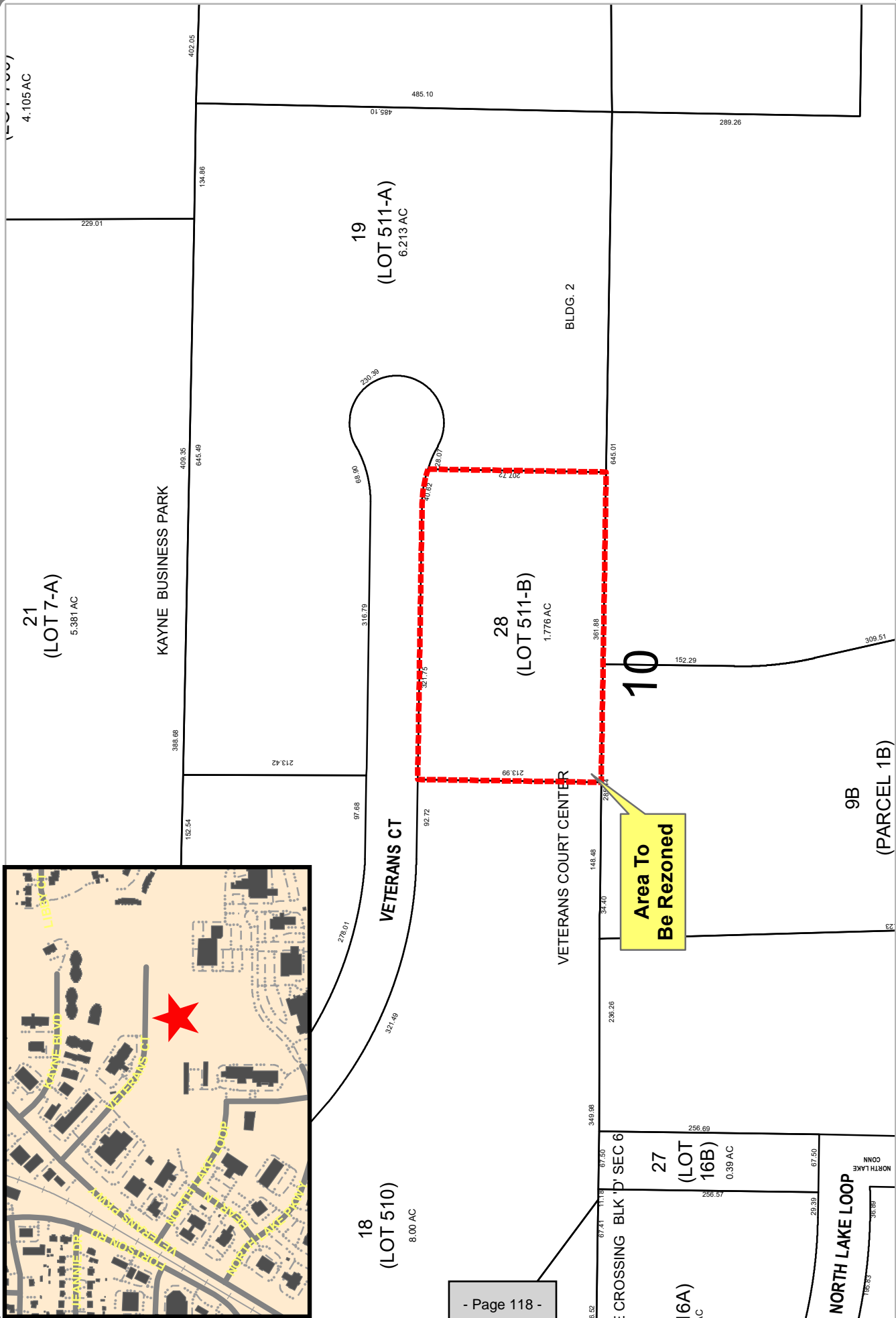
This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Date: 11/15/2022

Item #4.

Aerial Map for REZN 11-22-2069
Map 072 Block 010 Lot 028
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



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

Date: 11/15/2022

Location Map for REZN 11-22-2069
Map 072 Block 010 Lot 028

Planning Department-Planning Division
Prepared By Planning GIS Tech

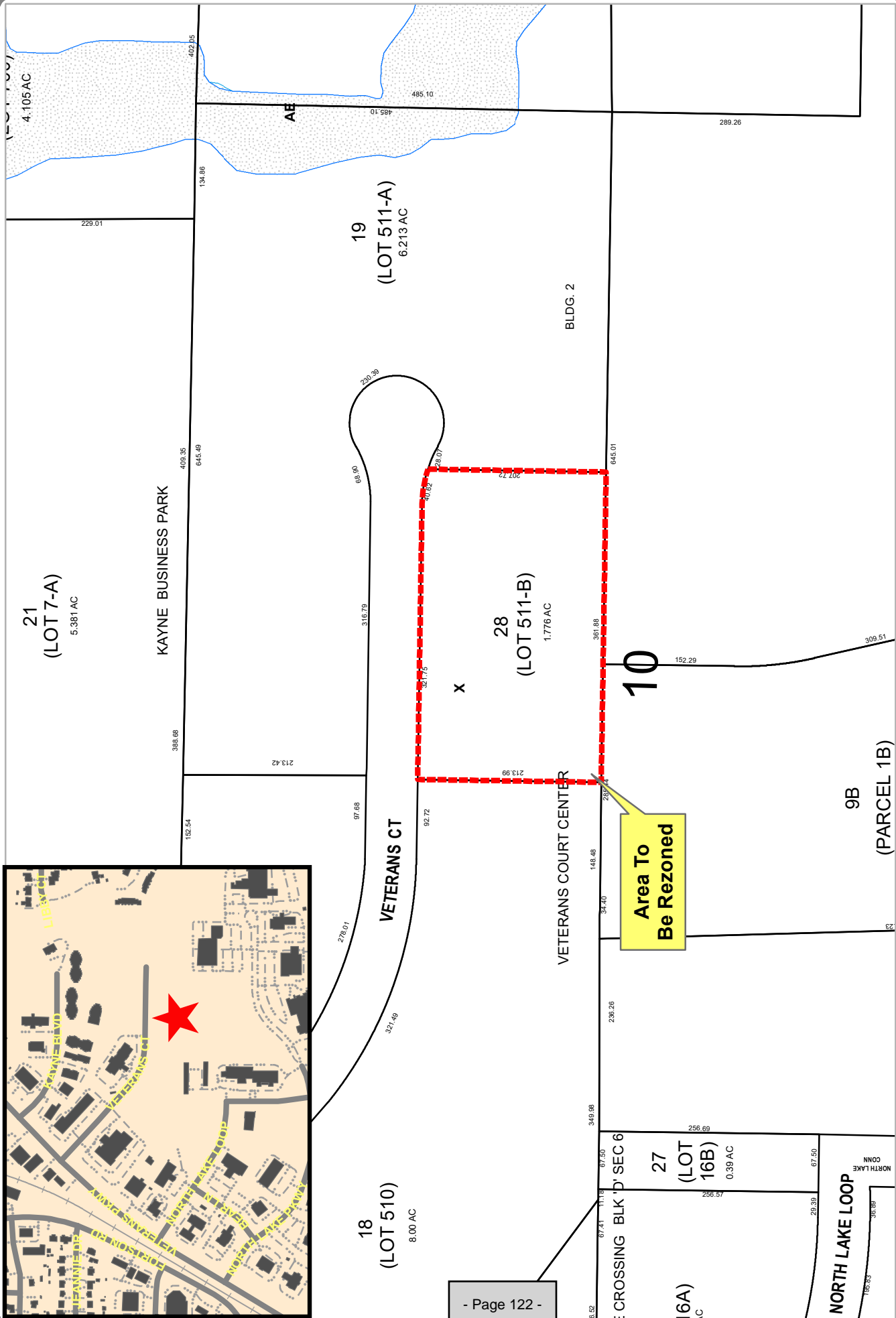
Item #4.

0 75 150 Feet

1 inch = 150 feet

Data Source: IT/GIS

Author: DavidCooper



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

Date: 11/15/2022

Flood Zone Map for REZN 11-22-2069
Map 072 Block 010 Lot 028
Planning Department-Planning Division
Prepared By Planning GIS Tech

Item #4.

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

ZONING CASE NO.	REZN 11-22-2069
PROJECT	4030 Veterans Court
CLIENT	RO to GC
REZONING REQUEST	

REZN 11-22-2069
4030 Veterans Cou

RO to GC

Trip Generation Land Use Code*	715 & 942
Existing Land Use	Residential-Office - (RO)
Proposed Land Use	General Commercial - (GC)
Existing Trip Rate Unit	RO - Acreage converted to square footage.
Proposed Trip Rate Unit	GC - Acreage converted to square footage.

715 & 942

Residential-Office - (RO)

General Commercial - (GC)

RO - Acreage converted to square footage.

GC - Acreage converted to square footage.

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
<i>Daily (Existing Zoning)</i>					
Single Tenant Office Building	715	RO	1,776 Acres	13.07	101
				Total	101
<i>Daily (Proposed Zoning)</i>					
Automobile Care Center	942	GC	1,776 Acres	2.83	55
				3.51	68
				Total	123

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

EXISTING ZONING (RO)

Name of Street	Veterans Parkway
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2021)	19,400
Existing Level of Service (LOS)**	C
Additional Traffic due to Existing Zoning	101
Total Projected Traffic (2021)	19,501
Projected Level of Service (LOS)**	C

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

Name of Street	Veterans Parkway
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2021)	19,400
Existing Level of Service (LOS)**	C
Additional Traffic due to Proposed	123
Total Projected Traffic (2021)	19,523
Projected Level of Service (LOS)**	C

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

File Attachments for Item:

5. 1st Reading- REZN-11-22-2070: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **6330 Lynridge Avenue** (parcel # 071-009-003) from SFR3 (Single Family Residential) Zoning District to RO (Residential Office) Zoning District with conditions. (Planning Department and PAC recommend approval with conditions.) (Councilor Davis)

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **6330 Lynridge Avenue** (parcel # 071-009-003) from SFR3 (Single Family Residential) Zoning District to RO (Residential Office) Zoning District with conditions.

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

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from SFR3 (Single Family Residential 3) Zoning District with conditions to RO (Residential Office) Zoning District with conditions.

All that tract or parcel of land located, lying and being in Muscogee County, Georgia and being in a Subdivision of part of Land Lot Number Thirty-Seven (37) in the Eighth District and known as Sunshine Acres, being known and distinguished in the plan of Sunshine Acres as Lot Numbered Four (4), in Block Lettered "C", in said Sunshine Acres Subdivision as shown by a map thereof appearing of record in the Office of the Clerk of Superior Court, Muscogee County, Georgia in Plat Book 3, Page 42. Situated upon said property is dwelling numbered 6330 Lynridge Avenue, Columbus, GA 31909, according to the present system of numbering dwellings in Columbus, Georgia.

Said property is conveyed subject to all valid and enforceable easement and restrictions of record and to applicable zoning ordinances and regulations promulgated pursuant thereto for so long as same shall remain of binding force and effect.

Section 2.

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

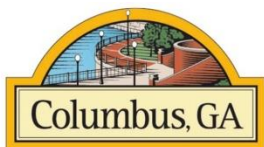
- 1) Office, Business & Professional only permitted.
- 2) Hours of operation limited to 7:00AM to 6:00PM.
- 3) Reduce minimum lot width to 50'.
- 4) Reduce minimum lot size to 8,000 sf.
- 5) No dumpster permitted.
- 6) Property owner shall not alter the structure. Said structure and property shall remain in appearance as a single-family structure.
- 7) Only 4 parking shall be permitted.
- 8) No parking shall be permitted in the front yard.
- 9) No pole signage or lettering shall be permitted.
- 10) 6' wood fence shall be required along both sides and rear property lines.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 23rd day of January, 2023; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

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

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-11-22-2070

Applicant:	Columbus Botanical Gardens, Inc.
Owner:	Same
Location:	6330 Lynridge Avenue
Parcel:	071-009-003
Acreage:	0.18 Acres
Current Zoning Classification:	SFR3 (Single Family Residential 3)
Proposed Zoning Classification:	RO (Residential Office) with conditions: <ol style="list-style-type: none">1) Office, Business & Professional only permitted.2) Hours of operation limited to 7:00AM to 6:00PM.3) Reduce minimum lot width to 50'.4) Reduce minimum lot size to 8,000 sf.5) No dumpster permitted.6) Property owner shall not alter the structure. Said structure and property shall remain in appearance as a single family structure.7) Only 4 parking shall be permitted.8) No parking shall be permitted in the front yard.9) No pole signage or lettering shall be permitted.10) 6' wood fence shall be required along both sides and rear property lines.
Current Use of Property:	Single Family Residence
Proposed Use of Property:	Office, Business & Professional
Council District:	District 2 (Davis)
PAC Recommendation:	Conditional Approval based on the Staff Report

		and compatibility with existing land uses.
Planning Department Recommendation:		Conditional Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:		N/A
DRI Recommendation:		N/A
General Land Use:		Inconsistent Planning Area A
Current Land Use Designation:		Multifamily
Future Land Use Designation:		Single Family Residential
Compatible with Existing Land-Uses:		Yes
Environmental Impacts:		The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:		Property is served by all city services.
Traffic Impact:		Average Annual Daily Trips (AADT) will increase to 10 trips up from 9 trips if used for commercial use. The Level of Service (LOS) will remain at level C.
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
Surrounding Zoning:	North South East West	SFR3 (Single Family Residential 3) SFR3 (Single Family Residential 3) SFR3 (Single Family Residential 3) SFR3 (Single Family Residential 3)
Reasonableness of Request:		The request is compatible with existing land uses.
School Impact:		N/A
Buffer Requirement:		The site shall include a Category C buffer along all property lines bordered by the SFR3 zoning district. The 3 options under Category C are: 1) 20 feet with a certain amount of canopy trees,

under story trees, and shrubs / ornamental grasses per 100 linear feet.

- 2) **10 feet** with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.
- 3) **30 feet** undisturbed natural buffer.

Attitude of Property Owners:

Twenty (20) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.

Approval	0 Responses
Opposition	0 Responses

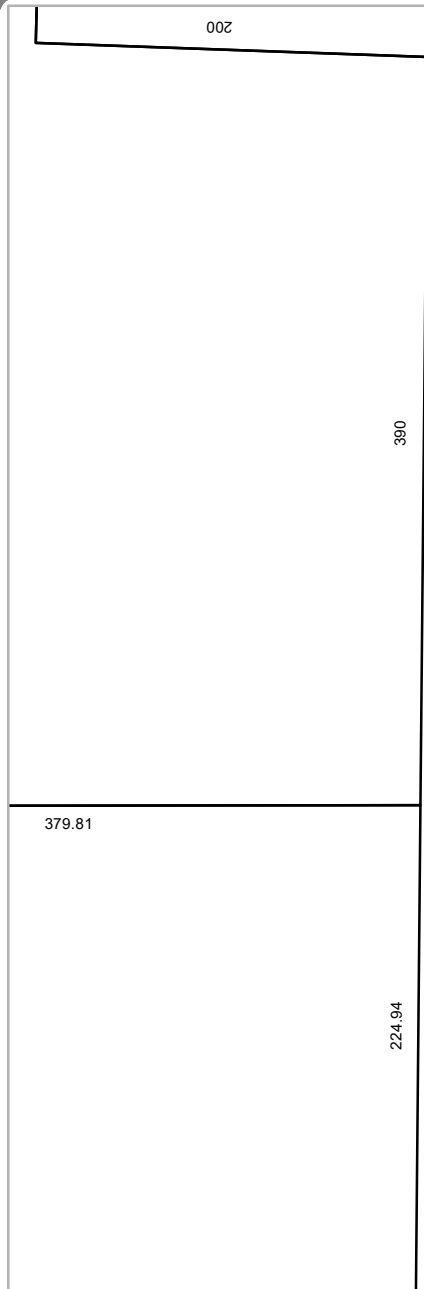
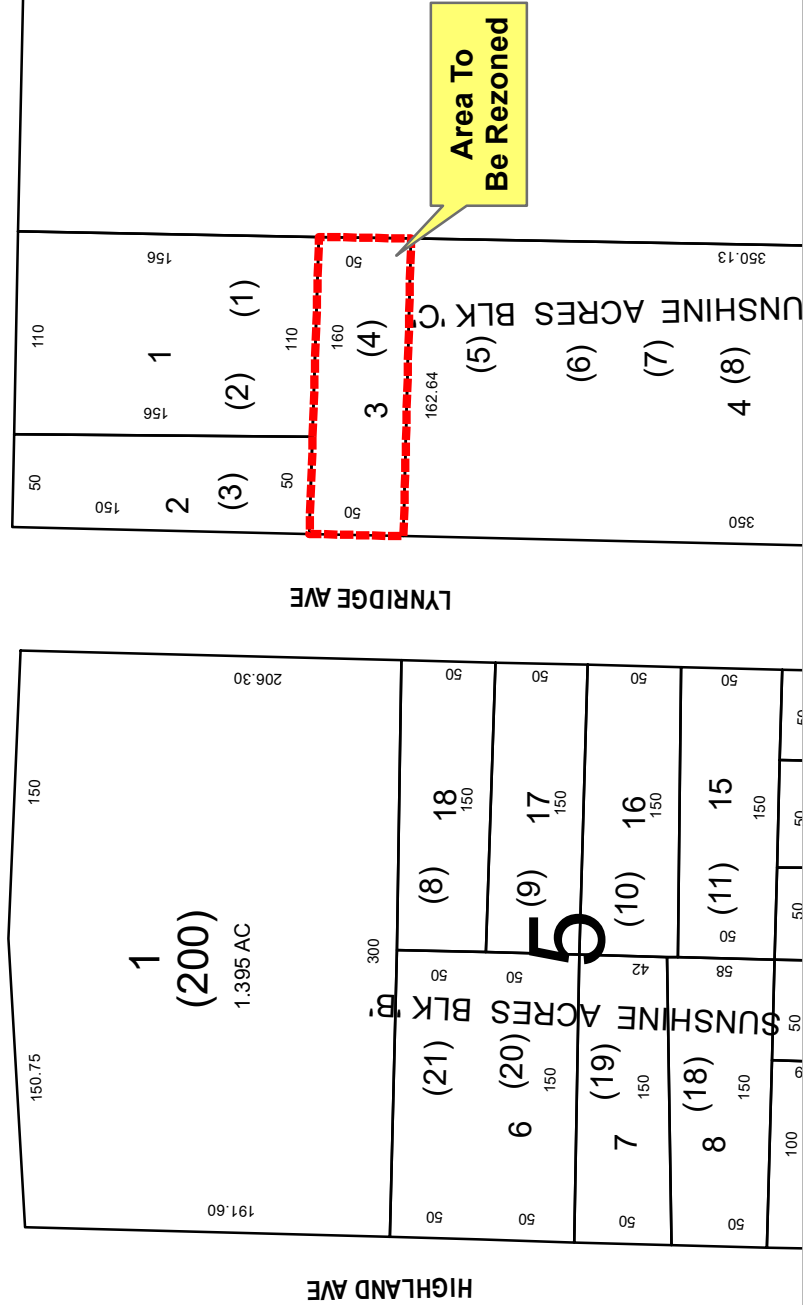
Additional Information:

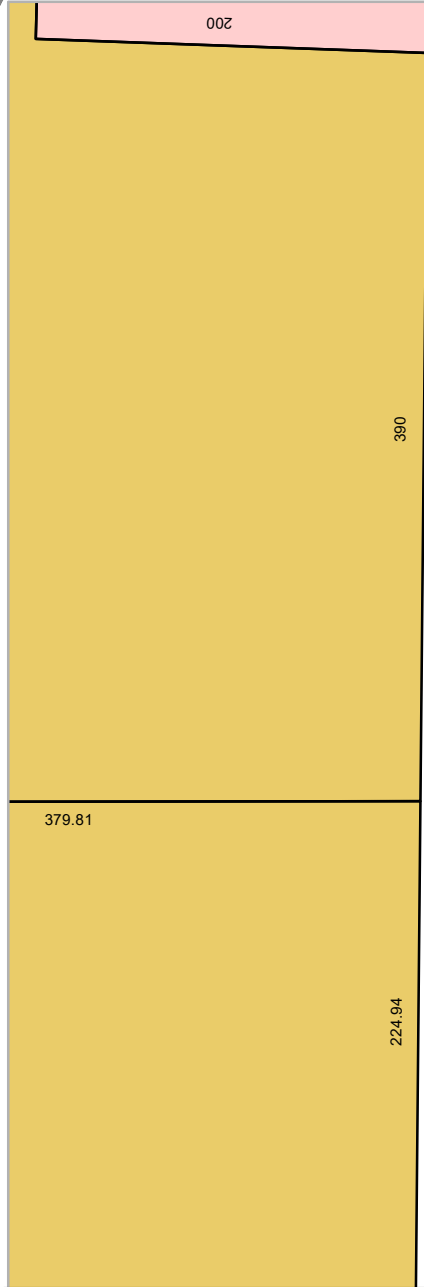
N/A

Attachments:

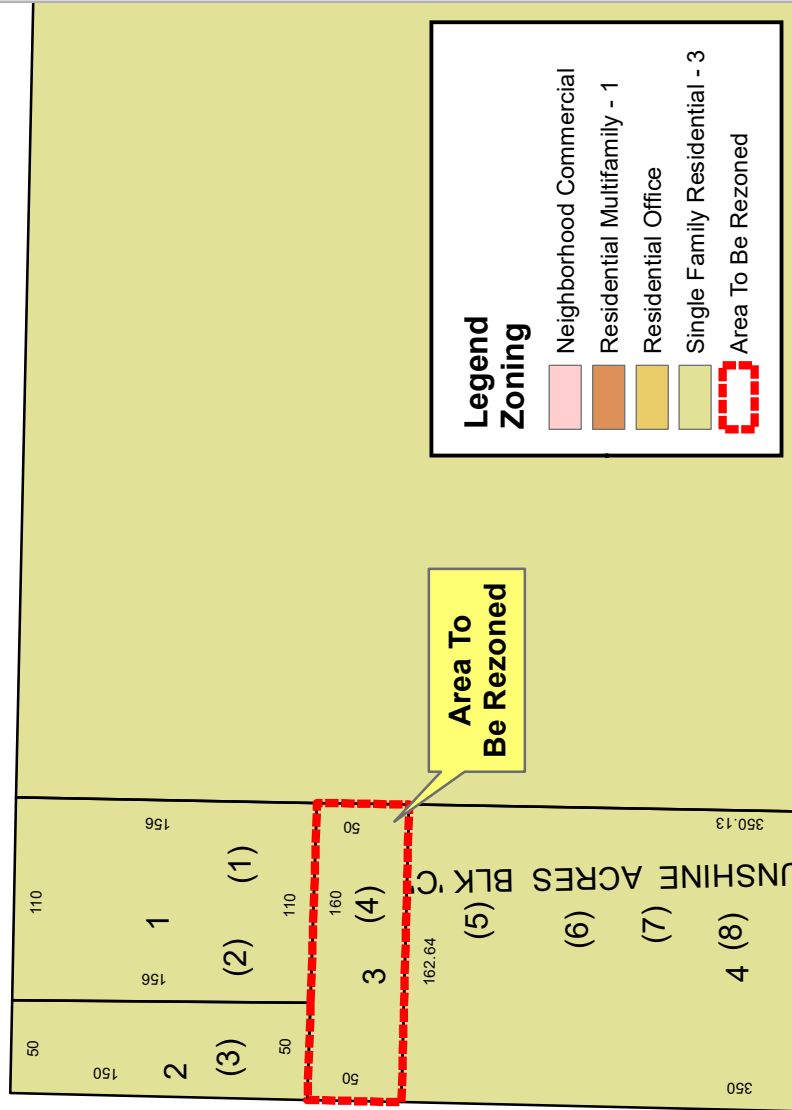
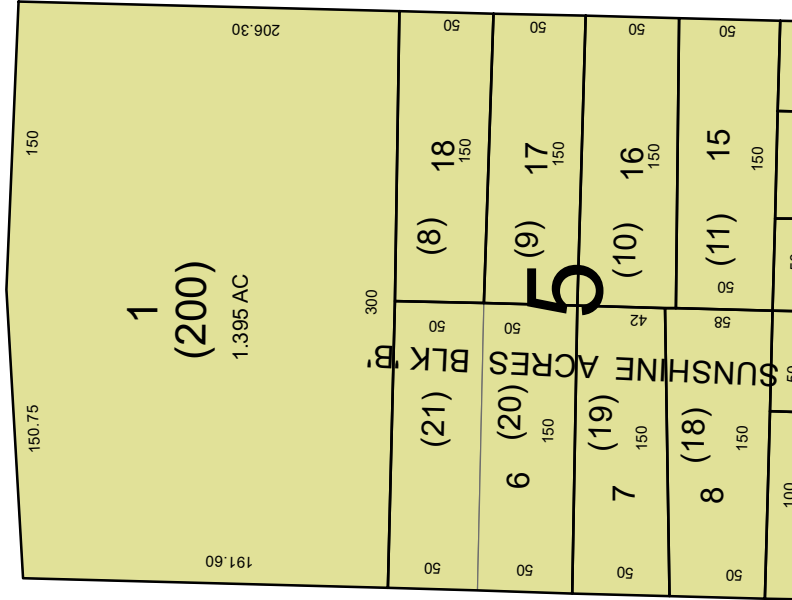
Aerial Land Use Map
 Location Map
 Zoning Map
 Existing Land Use Map
 Future Land Use Map
 Traffic Report
 Flood Map







WEEMS RD



**Legend
Zoning**

- Neighborhood Commercial
- Residential Multifamily - 1
- Residential Office
- Single Family Residential - 3
- Area To Be Rezoned

**Area To
Be Rezoned**



Date: 11/15/2022

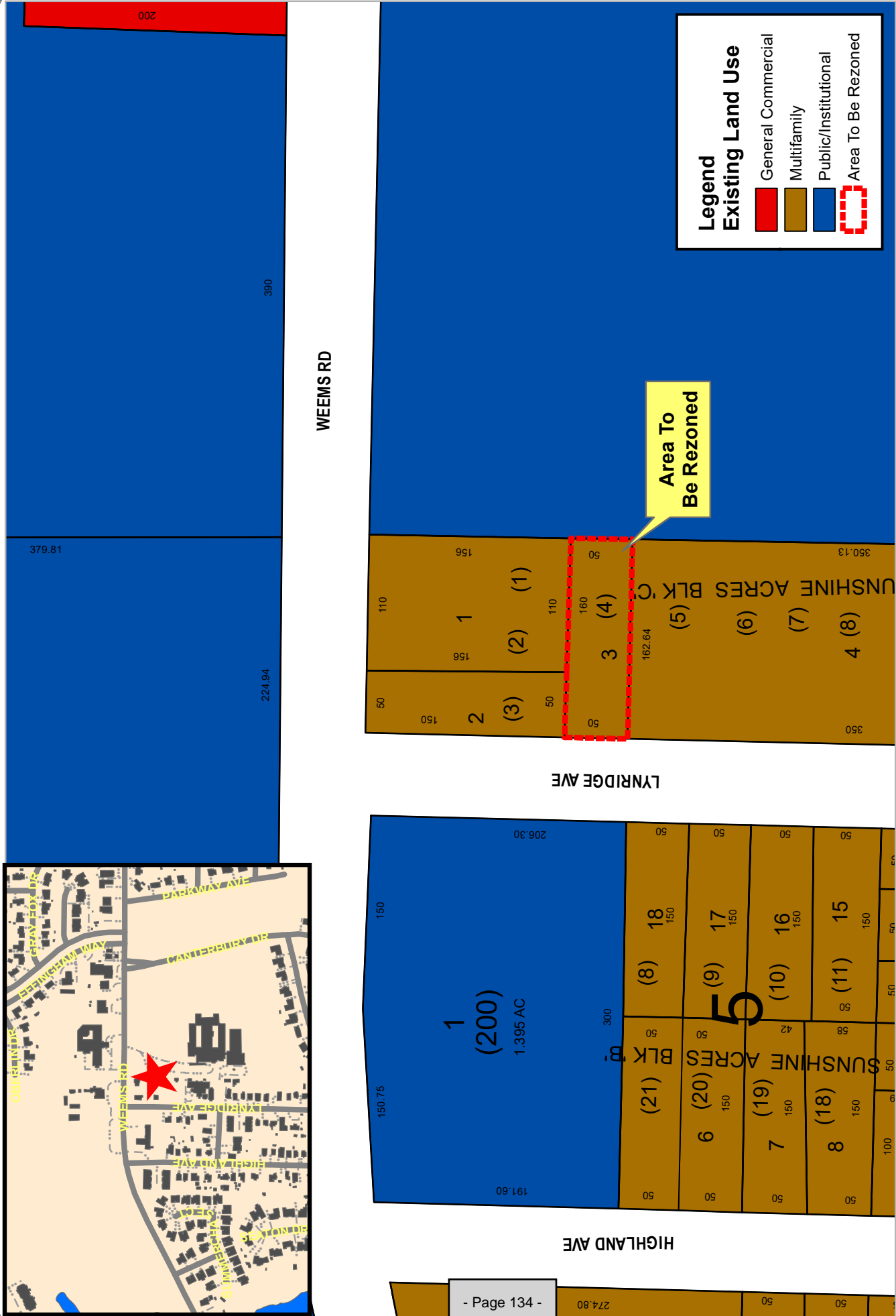
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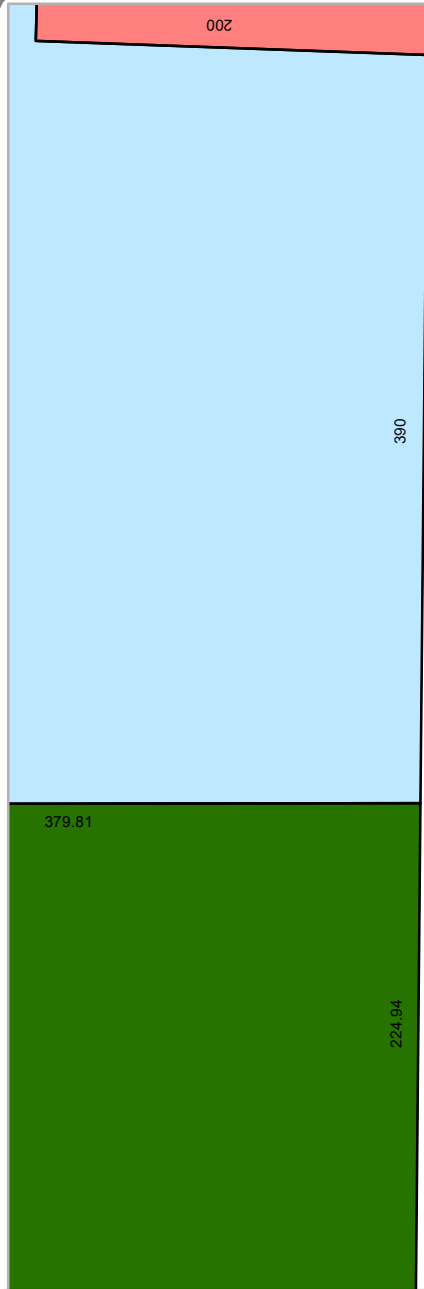
Zoning Map for REZN 11-22-2070
Map 071 Block 009 Lot 003
Planning Department-Planning Division
Prepared By Planning GIS Tech

0 50 100 Feet
1 inch = 100 feet
Data Source: IT/GIS
Author: DavidCooper

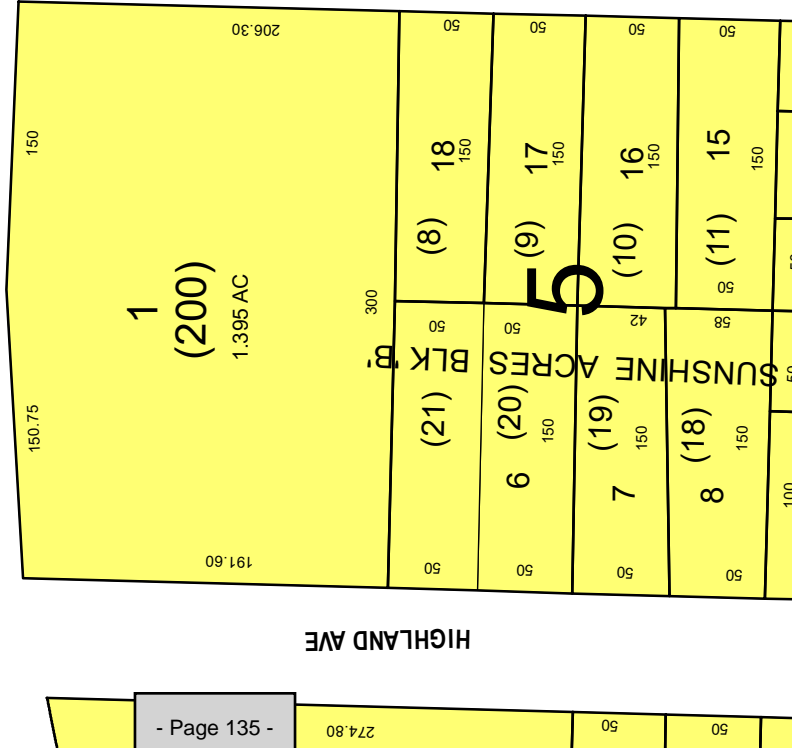


Item #5.



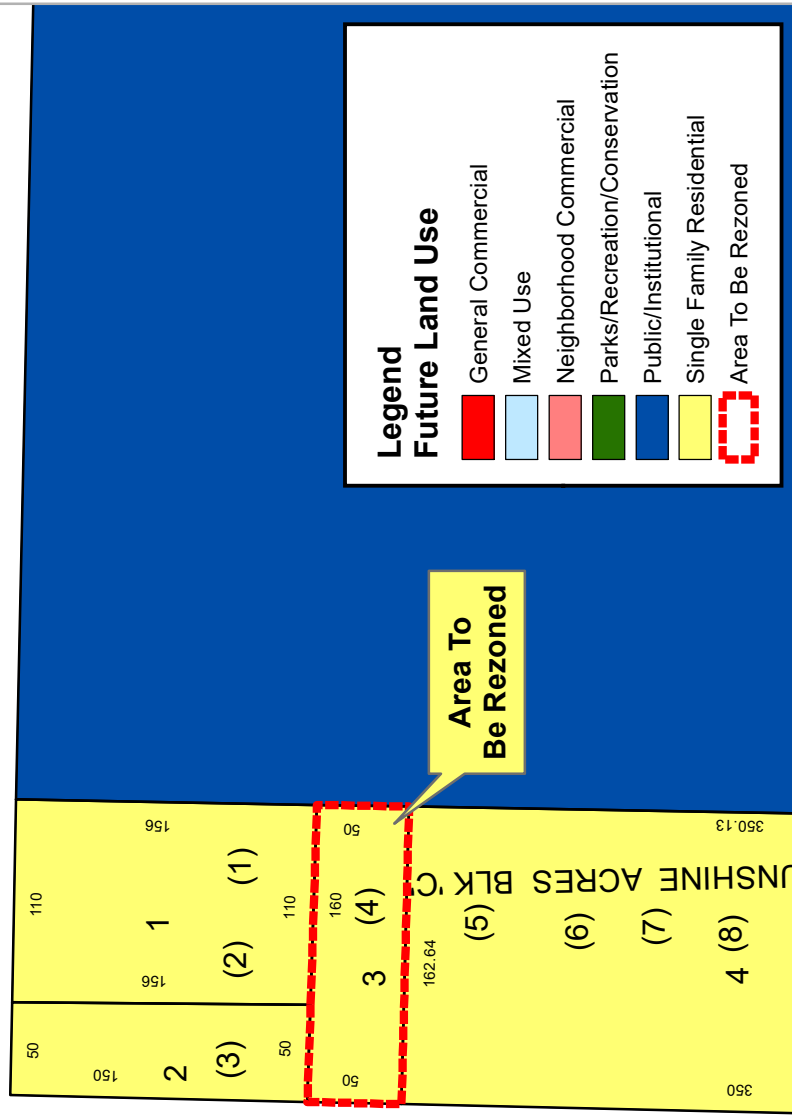


WEEMS RD



HIGHLAND AVE

LYNRIDGE AVE



Area To Be Rezoned

Legend Future Land Use

- General Commercial
- Mixed Use
- Neighborhood Commercial
- Parks/Recreation/Conservation
- Public/Institutional
- Single Family Residential
- Area To Be Rezoned



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Future Land Use Map for REZN 11-22-2070

Map 071 Block 009 Lot 003

Planning Department-Planning Division

Prepared By Planning GIS Tech

0 50 100 Feet

1 inch = 100 feet

Data Source: IT/GIS

Author: David Cooper



Item #5.

REZONING CASE NO.
PROJECT
CLIENT
REZONING REQUEST

REZN 11-22-2070
6330 Lynridge Ave

SFR3 to RO

210 & 715
Single Family Residential 3 - (SFR3)
Residential Office - (RO)
SFR3 - Acreage converted to square footage.
RO - Acreage converted to square footage.

TRIP END CALCULATION*

[illegible]

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

EXISTING ZONING (SFR3)

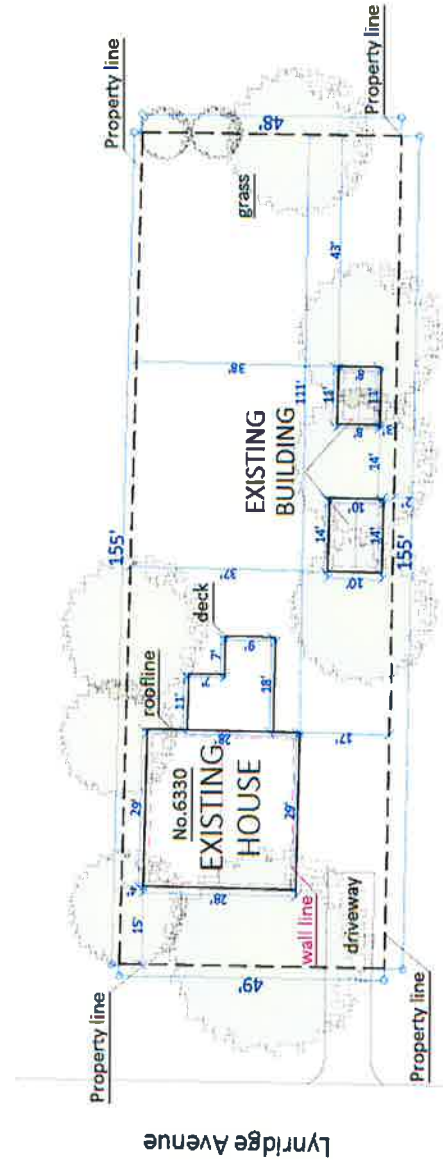
Name of Street	Weems Road
Street Classification	Collector
No. of Lanes	2
City Traffic Count (2021)	6,540
Existing Level of Service (LOS)**	C
Additional Traffic due to Existing Zoning	9
Total Projected Traffic (2021)	6,549
Projected Level of Service (LOS)**	C

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

Name of Street	Weems Road
Street Classification	Collector
No. of Lanes	2
City Traffic Count (<i>2021</i>)	6,540
Existing Level of Service (LOS)**	C
Additional Traffic due to Proposed	10
Total Projected Traffic (2021)	6,550
Projected Level of Service (LOS)**	C

SITE PLAN

6330 Lynridge Avenue
Columbus, GA 31909
Parcel ID: 071 009 003
Lot area: 0.18 Acres
Paper Size: 11"x17"





6330 Lynridge Avenue

REZN – 11-22-2070

APPLICANT: COLUMBUS BOTANICAL GARDENS, INC.

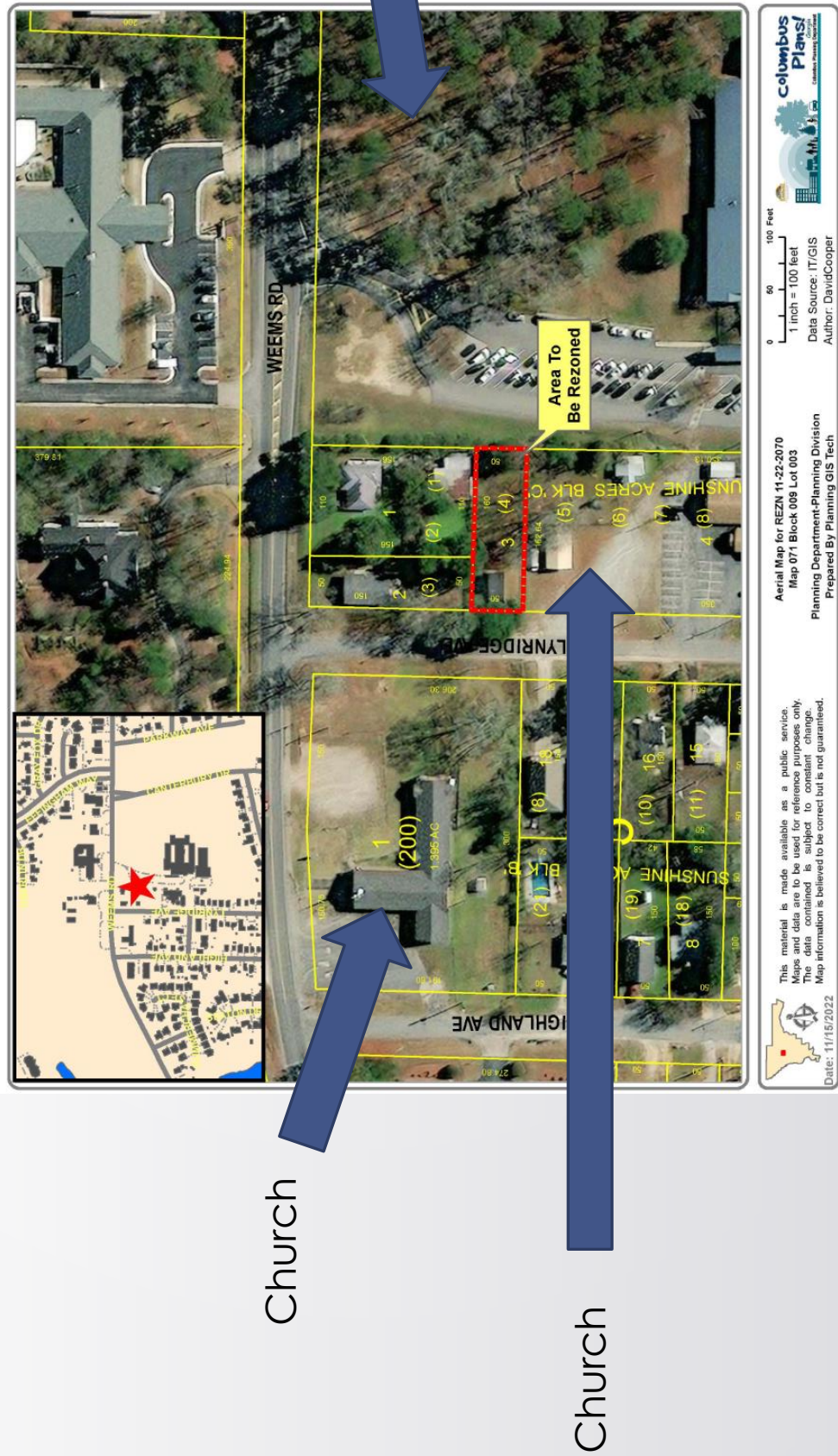
COLUMBUS BOTANICAL GARDENS, INC.



Property to
be rezoned

Item #5.

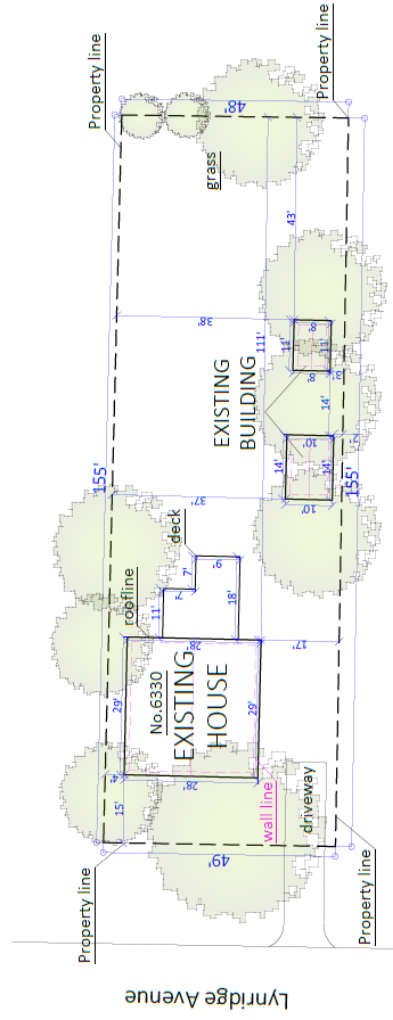
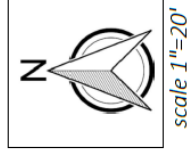
SURROUNDING USES



SITE PLAN/Variance Request

SITE PLAN

6330 Lynridge Avenue
Columbus, GA 31909
Parcel ID: 071 009 003
Lot area: 0.18 Acres
Paper Size: 11"x17"





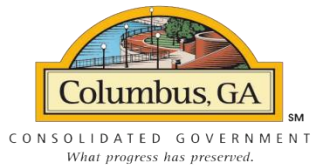
RESIDENTIAL/OFFICE ZONING DISTRICT

C. *Intent.* The RO zoning district is intended to be applied in areas that are:

1. Suitable for transitional uses between more intense commercial districts and less dense residential districts;
2. Supportive of mixed residential and commercial uses;
3. Capable of supporting secondary uses that complement the residential and commercial components; and
4. Centers of related uses, such as medical, hospital, institutional and academic centers.

File Attachments for Item:

6. 1st Reading- REZN-11-22-2158: An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia to add certain definitions and provide standards for various uses. (Planning Department and PAC recommend approval.)(Mayor ProTem)



Planning Department

January 18, 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-11-22-2158) A request to amend the text of the Unified Development Ordinance (UDO) for various uses.

UNIFIED DEVELOPMENT ORDINANCE REVISIONS
(Explanation of Revisions)

1. Explanation of Revisions: Amend Section 13.1.1 by adding a definition for *Dwelling, condominium*.

When the UDO was adopted in 2005, a definition was not included for this use. The 1984 Zoning Ordinance (the prior ordinance) included said definition. The verbiage below is taken from said previous ordinance.

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p>XXX</p>	<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p><i>Dwelling, condominium</i> means a unit in a series or in multi-unit type structure which may be owned or leased by an individual, firm, or corporation who</p>

	may have common use of all related activities associated with the structure.
--	--

2. Explanation of Revisions: Amend Section 3.1.1 by adding Banquet Facilities and Assembly Halls as permitted uses in the Central River District (CRD) zoning district.

Use	H I S T	R E 10	R E 5	R E 1	R T	S F R 1	S F R 2	S F R 3	S F R 4	R M F 1	R M F 2	M H P	U P T	C R D	N C	R O	C O	G C	S A C	L M I	H M I	T E C H	N O T E S
Assembly Hall													P	P				P					
Banquet Facilities													P	P	P	SE		P					

3. Explanation of Revisions: Amend Table 3.1.1 by adding Cryptocurrency Mining as a Special Exception Use in the HMI zoning districts.

This proposed use establishes locations where cryptocurrency mining operations may be sited in Muscogee County and conditions that must be met in order to protect the public health, safety, and general welfare of county residents. The high energy consumption of cryptocurrency mining operations runs can be disruptive. Equipment at these facilities has the potential to create noise pollution that negatively impacts nearby residents, businesses, and wildlife. In addition, electronic waste from cryptocurrency mining operations contains heavy metals and carcinogens that have the potential to damage human health, and air and water quality if not handled correctly.

Use	H I S T	R E 10	R E 5	R E 1	R T	S F R 1	S F R 2	S F R 3	S F R 4	R M F 1	R M F 2	M H P	U P T	C R D	N C	R O	C O	G C	S A C	L M I	H M I	T E C H	N O T E S
Cryptocurrency Mining																					SE		*

4. Explanation of Revisions: Add new Section 3.2.77 Cryptocurrency Mining to Chapter 3, Article 2. Additional Standards Applicable to Specific Uses.

Section 3.2.77 Cryptocurrency Mining.

Cryptocurrency Mining shall comply with the standards listed below:

- A. *Distance from Residential Dwellings and/or Residential Zones.* Cryptocurrency mining shall be a minimum of 750 feet from a residential dwelling, units, institutional dwelling units, and residentially zoned properties.
- B. *Special Exception Use.* Cryptocurrency mining shall only be permitted as Special Exception Use as approved by City Council.
- C. *Renewable Energy.* These facilities shall be required to develop or purchase sufficient new renewable energy (from the appropriate utility) to offset 100 percent of the electricity consumed by the cryptocurrency mining operation. To meet this condition, the cryptocurrency mining operation must be able to establish that their actions will introduce new renewable energy onto the electrical grid beyond what would have been developed otherwise.
- D. *Sound Limit.* A sound limit emitted from this operation as measured at the property line shall not exceed 60 decibels.
- E. *Storage units.* The use of cargo containers, semi-truck trailers, and other storage containers for any component of the operation shall be prohibited.
- F. *Structures.* Mining operations shall take place in a permanent structure with a valid Certificate of Operation.

5. Explanation of Revisions: Table 4.3.3 by adding Cryptocurrency Mining parking requirements.

Off-Parking Street Parking Standards

Category of Use	Parking Spaces Required	Additional Standards
(GSF= Gross Square Feet)		
Recreation		
Cryptocurrency Mining	5 total spaces	N/A

6. Explanation of Revisions: Amend Section 13.1.1 by adding a definition for *Cryptocurrency mining*.

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p>XXX</p>	<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p><i>Cryptocurrency mining</i> means the operation of specialized computer equipment for the purpose of mining one or more blockchain-based cryptocurrencies, such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware for mining operations as well as equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers.</p>

7. Explanation of Revisions: Amend Section 4.2.24 by adding *storage locations* requirements.

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Sec. 4.2.24 Storage of Recreational Vehicles, Boats, and Trailers</p> <p>Section 4.2.24</p> <p>XXX</p>	<p>Sec. 4.2.24 Storage of Recreational Vehicles, Boats, and Trailers</p> <p>Section 4.2.24</p> <p>E. <i>Storage Location.</i> Storage of Recreational Vehicles, Boats, and Trailers on the right-of-way is prohibited.</p>

ADDITIONAL INFORMATION:

N/A

Recommendations:

The Planning Advisory Commission (PAC) considered this text amendment at their meeting on December 07, 2022. PAC recommended **approval** by a vote of 7-0.

The Planning Department recommends **approval**.

Sincerely,

Will Johnson
Planning Director

AN ORDINANCE

NO. _____

An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia to add certain definitions and provide standards for various uses:

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

SECTION 1.

Chapter 13 of the Unified Development Ordinance is hereby amended by adding a definition for Dwelling, condominium to read as follows:

“Sec. 13.1.1. Definitions.

Dwelling, condominium means a unit in a series or in multi-unit type structure which may be owned or leased by an individual, firm, or corporation who may have common use of all related activities associated with the structure.”

SECTION 2.

Chapter 3 of the Unified Development Ordinance is hereby amended by adding Banquet Facilities and Assembly Halls as permitted uses in the Central River District (CRD) zoning district by revising Table 3.1.1 as shown below:

Use	H I S T	R E 1 0	R E 5	R E 1	R T	S F 1	S F 2	S F 3	S F 4	R M F 1	R M F 2	M H P	U P T	C R D	N C	R O	C O	G C	S A C	L M I	H M I	T E C H	N O T E S
Asse m b l y H a l l													P	P				P					
Banq u e t F a c i l i t i e s													P	P	P	S E		P					

SECTION 3.

Chapter 3 of the Unified Development Ordinance is hereby amended by adding Cryptocurrency Mining as a Special Exception Use in the HMI zoning districts by revising Table 3.1.1 to add the entry shown below:

Use	H I S T	R E 1 0	R E 5	R E 1	R T	S F R 1	S F R 2	S F R 3	S F R 4	R M F 1	R M F 2	M H P	U P T	C R D	N C	R O	C O	G C	S A C	L M I	H M I	T E C H	N O T E S
Cryptoc urrency Mining																					S E		*

SECTION 4.

Chapter 3 of the Unified Development Ordinance is hereby amended by adding a new Section 3.2.77 Cryptocurrency Mining to Chapter 3, Article 2. Additional Standards Applicable to Specific Uses to read as follows:

“Section 3.2.77 Cryptocurrency Mining.

Cryptocurrency Mining shall comply with the standards listed below:

- A. *Distance from Residential Dwellings and/or Residential Zones.* Cryptocurrency mining shall be a minimum of 750 feet from a residential dwelling, units, institutional dwelling units, and residentially zoned properties.
- B. *Special Exception Use.* Cryptocurrency mining shall only be permitted as Special Exception Use as approved by City Council.
- C. *Renewable Energy.* These facilities shall be required to develop or purchase sufficient new renewable energy (from the appropriate utility) to offset 100 percent of the electricity consumed by the cryptocurrency mining operation. To meet this condition, the cryptocurrency mining operation must be able to establish that their actions will introduce new renewable energy onto the electrical grid beyond what would have been developed otherwise.
- D. *Sound Limit.* A sound limit emitted from this operation as measured at the property line shall not exceed 60 decibels.
- E. *Storage units.* The use of cargo containers, semi-truck trailers, and other storage containers for any component of the operation shall be prohibited.
- F. *Structures.* Mining operations shall take place in a permanent structure with a valid Certificate of Operation.”

SECTION 5.

Chapter 4 of the Unified Development Ordinance is hereby amended by adding parking requirements for Cryptocurrency Mining to Table 4.3.3:

Off-Parking Street Parking Standards

Category of Use	Parking Spaces Required	Additional Standards
(GSF= Gross Square Feet)		
Recreation		
Cryptocurrency Mining	5 total spaces	N/A

SECTION 6.

Chapter 13 of the Unified Development Ordinance is hereby amended by adding a new definition for Cryptocurrency mining to read as follows:

“Sec. 13.1.1. Definitions.

Cryptocurrency mining means the operation of specialized computer equipment for the purpose of mining one or more blockchain-based cryptocurrencies, such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware for mining operations as well as equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers.”

SECTION 7.

Chapter 4 of the Unified Development Ordinance is hereby amended by adding *storage locations* requirements as a new paragraph E of Section 4.2.24 to read as follows:

“Sec. 4.2.24 Storage of Recreational Vehicles, Boats, and Trailers

E. *Storage Location.* Storage of Recreational Vehicles, Boats, and Trailers on the right-of-way is prohibited.”

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24_ day of January, 2023; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	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. 1st Reading- REZN-11-22-2184: An ordinance amending the Unified Development Ordinance (UDO) of the Columbus Code to revise the text of certain sections of Chapter 4 Article 9 – Short-Term Rentals. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

AN ORDINANCE

NO. _____

An ordinance amending the Unified Development Ordinance (UDO) of the Columbus Code to revise the text of certain sections of Chapter 4 Article 9 – Short-Term Rentals:

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

SECTION 1.

Section 4.9.2 of the Unified Development Ordinance is hereby amended to add a definition of owner-occupied property to read as follows:

Section 4.9.2. Definitions; general provisions.

“Owner-occupied property refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental certificate. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Muscogee County Voter's Registration Card or 4) other documentation of permanent residence satisfactory to the Director.”

SECTION 2.

Section 4.9.6 of the Unified Development Ordinance is deleted in its entirety and replaced with a new Section 4.9.6 to read as follows:

“Section 4.9.6. Grant or denial of application.

All of-record property owners adjacent to a proposed short-term vacation rental shall be notified of the use prior to the issuance of an initial short-term vacation rental certificate. Notification shall be issued by the short-term vacation rental applicant and proof of notification provided to the city. The notification to the property owners shall include:

1. Street address of the proposed short-term vacation rental;
2. Location of any on-site parking for short-term vacation rental occupants;
3. Maximum occupancy requirements;
4. Copy of the short-term vacation exemplar rental agreement;
5. Name of the property owner(s); and
6. Name of rental agent and contact information.

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state, or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.”

SECTION 3.

Section 4.9.7 of the Unified Development Ordinance is amended by adding four new paragraphs to read as follows:

“Section 4.9.7. Short-term rental units.

- D. A window/door sticker, provided by the Inspections and Code Department, shall be placed on the front door of the short- term rental unit for public safety purposes.
- E. Each rental unit is limited to no more than 16 occupants.
- F. There shall be no change in the exterior appearance of the dwelling and premises, or other visible evidence of the conduct of a short-term rental unit.
- G. A minimum stay is considered twenty-four (24) hours. Short-term rental units shall not be rented for less than 24 hours.”

SECTION 4.

Article IX of Chapter 4 of the Unified Development Ordinance is hereby amended to add new section 4.9.10. to read as follows:

“Section 4.9.10. Historic District Limitations.

- A. In areas designated as Historic Districts as defined in Section 9.3.7, for parcels of land that are not owner-occupied, as defined in Section 4.9.2, short-term vacation rentals are limited within each Historic District as provided below:

Downtown Historic District – 44
 Weracoba/St. Elmo Historic District – 49
 High Uptown Historic District – 5
 Liberty Heritage Historic District – 7
 Waverly Terrace Historic District – 16
 Wildwood Circle Historic District – 11
 Wynnton Village Historic District – 27
 Peacock Woods/Diamond Circle – 12
 Dinglewood Historic District – 2
 Wynn’s Hill Overlook Historic District – 26

- B. Permits for non-owner-occupied short term vacation rentals subject to the above stated limits shall be issued on a first come first served basis with a preference being given to any owner who has a current permit from the previous year that has remained in good standing. In the event the property owner fails to timely make application for a new annual permit, then this preference is lost, and that owner must wait for the next available space.”

SECTION 5.

Chapter 13 of the Unified Development Ordinance is amended to add a new definition of Short-term rental unit to read as follows:

Short-term rental unit means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit, either the primary structure or any approved accessory dwelling is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all single family and multi-family housing types and shall exclude group living or other lodging uses, as described in Chapter 3 and defined in Chapter 13, respectively, of the Unified Development Ordinance of the Columbus Consolidated Government. A short-term rental unit may not include a motor vehicle as defined in Title 40 of the Official Code of Georgia Annotated. Such units shall be permitted and licensed in accordance with the requirements of Article 9 of Chapter 4 of this UDO.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor



Planning Department

January 18, 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-11-22-2184) A request to amend the text of the Unified Development Ordinance (UDO) to revise the text of Chapter 4 Section 9 – Short-Term Rentals.

UNIFIED DEVELOPMENT ORDINANCE REVISIONS (Explanation of Revisions)

1. Explanation of Revisions: Amendments (shown in red) to UDO Chapter 4 Section 9 – Short-Term Rentals. (Explanation provided by Inspections & Codes Director Ryan Pruett)

ARTICLE 9. - SHORT-TERM RENTALS

Section 4.9.1. Intent; purpose.

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods.

Section 4.9.2. Definitions; general provisions.

Code compliance verification form is a document executed by a short-term unit owner certifying that the short-term unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

Owner-occupied property refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental certificate. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Muscogee County Voter's Registration Card or 4) other documentation of permanent residence satisfactory to the Director.

Short-term rental unit means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit, either the primary structure or any approved accessory dwelling is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all single family and multi-family housing types and shall exclude group living or other lodging uses, as described in Chapter 3 and defined in Chapter 13, respectively, of the Unified Development Ordinance of the Columbus Consolidated Government. A short-term rental unit may not include a motor vehicle as defined in Title 40 of the Official Code of Georgia Annotated.

Short-term rental permit is the permit issued by the Director of the Department of Inspections and Code to applicants who have submitted the required documentation and met the requirements set for in this Article for the operation of a short-term rental unit.

Short-term rental occupants means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

Short-term rental agent means a natural person designated by the owner of a short-term rental on the short-term rental permit application. Such person shall be available for and responsive to contact at all times and someone who is customarily present at a location within the city for purposes of transacting business.

Section 4.9.3. Short-term rental permit.

No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term rental, as defined in Section 4.9.2, without first obtaining a short-term rental permit pursuant to the regulations contained in this Article and then obtaining a business license from the Revenue Division of the Department of Finance. No permit issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

Section 4.9.4. Application for short-term rental permit.

- A. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the Director of Inspections and Code Enforcement. The application shall be furnished under oath on a form specified by the city manager, accompanied by a non-refundable application fee in the amount of \$40.00 or as may be revised in the city's annual budget ordinance or such other ordinance as may later be passed by Council. Both the applicant and short term rental agent will consent to a criminal background check which will be reviewed by the Department before the application is accepted for processing. If any required background check reveals felonies within the last ten (10) years or a misdemeanor involving moral turpitude within the last five (5) the application will not be accepted for processing. Such application should include:
1. The name, address, telephone and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, including personal contact information;
 2. The address of the unit to be used as a short-term rental;
 3. The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
 4. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements.
 5. The number and location of parking spaces allotted to the premises;
 6. The owner's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
 7. Any other information that this chapter requires the owner to provide to the city as part of an application for a short-term rental permit. The city manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
- B Attached to and concurrent with submission of the application described in this section, the owner shall provide:
1. The owner's sworn code compliance verification form;
 2. A written exemplar agreement, which shall consist of the form of document to be executed between the owner and occupant(s) and which shall contain the following provisions:
 - (A) The occupant(s)' agreement to abide by all of the requirements of this chapter, any other Columbus Consolidated Government ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
 - (B) The occupant(s)' acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the City's noise ordinance;
 - (C) The owner and occupant(s)' acknowledgement that the unit is not being leased for and will not be advertised, promoted, or have any amenities provided for the purposes of providing any adult entertainment as defined in Article VI of Chapter 14 of the Columbus Code or providing Escort Services as defined in Article VII of Chapter 14the Columbus Code; and
 - (D) The occupant(s)' acknowledgement and agreement that violation of the agreement or this chapter may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city.

3. Proof of the owner's current ownership of the short-term rental unit;
 4. Proof of insurance satisfactory in accordance with administrative guidelines published by the Columbus Consolidated Government; and
 5. A written certification from the short-term agent that he or she agrees to perform the duties specified in Subsection 4.9.5.8.
 - 6.
- C. Permit holder shall publish a short-term rental permit number in every print, digital, or internet advertisement and any property listing in which the short-term rental is advertised.

Section 4.9.5. -Short-term rental agent.

- A. The owner of a short-term rental shall designate a short-term rental agent on its application for a short-term rental permit. A property owner may serve as the short-term rental agent. Alternatively, the owner may designate a natural person as his or her agent who is over age 18.
- B. The duties of the short-term rental agent are to:
1. Be reasonably available to handle any problems arising from use of the short-term rental unit;
 2. Appear on the premises of any short-term rental unit within two hours following notification from the city of issues related to the use or occupancy of the premises. This includes, but is not limited to, notification that occupants of the short-term rental unit have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of the Columbus Consolidated Government Code of Ordinances or other applicable law pertaining to noise, disorderly conduct, overcrowding, consumption of alcohol or use of illegal drugs. Failure of the agent to timely appear to two or more complaints regarding violations may be grounds for penalties as set forth in this chapter. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation;
 3. Receive and accept service of any notice of violation related to the use or occupancy of the premises; and
 4. Monitor the short-term rental unit for compliance with this chapter.
- C. In the event the short-term rental agent is replaced by another agent, the Owner will apply for a new short term rental permit with the correct short-term rental agent designated within thirty (30) days of such change.

Section 4.9.6. Grant or denial of application.

~~Review of an application shall be conducted within two days and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.~~

All of-record property owners adjacent to a proposed short-term vacation rental shall be notified of the use prior to the issuance of an initial short-term vacation rental certificate. Notification shall be issued by the

short-term vacation rental applicant and proof of notification provided to the city. The notification to the property owners shall include:

1. Street address of the proposed short-term vacation rental;
2. Location of any on-site parking for short-term vacation rental occupants;
3. Maximum occupancy requirements;
4. Copy of the short-term vacation exemplar rental agreement;
5. Name of the property owner(s); and
6. Name of rental agent and contact information.

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

Section 4.9.7. Short-term rental units.

- A. A legible copy of the short-term rental unit permit shall be posted within the unit and include all of the following information:
 1. The name, address, telephone number and email address of the short-term rental agent;
 2. The short-term rental unit permit number;
 3. The maximum occupancy of the unit;
 4. The maximum number of vehicles that may be parked at the unit; and
- B. Short-term rental units must be properly maintained and regularly inspected by the owner to ensure continued compliance with applicable zoning, building, health and life safety code provisions.
- C. The short-term rental unit current business license shall be posted within the unit.
- D. A window/door sticker, provided by the Inspections and Code Department, shall be placed on the front door of the short-term rental unit for public safety purposes.
- E. Each rental unit is limited to no more than 16 occupants.
- F. There shall be no change in the exterior appearance of the dwelling and premises, or other visible evidence of the conduct of a short-term rental unit.
- G. A minimum stay is considered twenty-four (24) hours. Short-term rental units shall not be rented for less than 24 hours.

Section 4.9.8. Short-term rental unit regulation procedure.

- A. To ensure the continued application of the intent and purpose of this chapter, the Columbus Georgia Convention and Visitor's Bureau ("the CCVB") shall maintain and make available to appropriate Consolidated Government officials a list of all short term rental units as defined by this Article, and the CCVB will also notify the owner of any short-term rental unit it identifies of the requirements of this Article and the permit application process.
- B. The Department of Inspections and Code shall maintain for each short-term rental location file a record of all code violation charges, founded accusations and convictions occurring at or relating to a short-term rental unit. When a property owner has accumulated three code violations for a particular property within a period of 12 consecutive months, the Department of Inspections and Code shall revoke any pending permits and reject all applications for the subject premises for a period of 12 consecutive months.
- C. If a short-term rental unit owner has been cited and found to be in violation of any zoning, building, health or life safety code or other violations, the owner must demonstrate compliance with the applicable code prior to being eligible to receive a short-term rental permit,.
- D. Citations for code violations and any other violation of the city code shall be heard by the recorder's court of Muscogee County. Violations of this chapter, including but not limited to operating a short term rental unit without obtaining a short term rental permit and a business license are subject to the following fines, which may not be waived or reduced and which may be combined with any other legal remedy available to the City:
 - (1) First violation: \$500.00.
 - (2) Second violation within the preceding 12 months: \$750.00.
 - (3) Third violation within the preceding 12 months: \$1,000.00.
- E. A person aggrieved by the city's decision to revoke, suspend or deny a short-term rental permit may appeal the decision to the city manager or his appointed designee. The appeal must be filed with the city manager's office in writing, within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. Timely filing of an appeal shall stay the revocation, suspension or denial pending a decision by the city manager.
- F. The city manager or appointed designee shall consider the appeal within 30 days after receipt by the city manager of a request unless otherwise agreed in writing by the city and aggrieved party. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The city manager shall render a determination, which will constitute a final ruling on the application.
- G. Nothing in this section shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, police officer, or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

Section 4.9.9. Taxes.

Short-term rental unit owners are subject to state sales tax, city taxes, including but not limited to the hotel/motel tax, and are liable for payment thereof as established by state law and the city code. The city may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

Section 4.9.10. Historic District Limitations.

- A. In areas designated as Historic Districts as defined in Section 9.3.7, for parcels of land that are not owner-occupied, as defined in Section 4.9.2, short-term vacation rentals are limited within each Historic District as provided below:
- Downtown Historic District – 44
 - Weracoba/St. Elmo Historic District – 49
 - High Uptown Historic District – 5
 - Liberty Heritage Historic District – 7
 - Waverly Terrace Historic District – 16
 - Wildwood Circle Historic District – 11
 - Wynnton Village Historic District – 27
 - Peacock Woods/Diamond Circle – 12
 - Dinglewood Historic District – 2
 - Wynn's Hill Overlook Historic District – 26
- B. Permits for non owner-occupied short term vacation rentals subject to the above stated limits shall be issued on a first come first served basis with a preference being given to any owner who has a current permit from the previous year that has remained in good standing . In the event the property owner fails to timely make application for a new annual permit, then this preference is lost, and that owner must wait for the next available space.

2. New definition: Add *Short-term rental unit* definition to Chapter 13.

Short-term rental unit means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit, either the primary structure or any approved accessory dwelling is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all single family and multi-family housing types and shall exclude group living or other lodging uses, as described in Chapter 3 and defined in Chapter 13, respectively, of the Unified Development Ordinance of the Columbus Consolidated Government. A short-term rental unit may not include a motor vehicle as defined in Title 40 of the Official Code of Georgia Annotated. Such units shall be permitted and licensed in accordance with the requirements of Article 9 of Chapter 4 of this UDO.

ADDITIONAL INFORMATION:


CCG staff has worked with residents of the historic districts on this ordinance.

Recommendations:

The Planning Advisory Commission (PAC) considered this text amendment at their meeting on December 07, 2022. PAC recommended **conditional approval** by a vote of 7-0. The PAC recommended that the proposed cap of 10% be reduced to 5% and that any and all licenses be revoked permanently after three (3) ordinance violations.

The Planning Department recommends **approval as originally submitted**.

Sincerely,



Will Johnson
Planning Director

Proposed Short Term Rental Ordinance Revisions – January 24, 2023

Current Short Term Rental Ordinance

- Current ordinance was adopted by Council on 10/09/2018.
- Ordinance was originally created to address issues with Short Term Rentals not paying appropriate taxes.
- Ordinance requires all short-term rentals to obtain an annual permit from the Inspections and Code Department.
- Short-Term Rental owners and agents must complete a background check prior to the issuance of the permit.

Current Short Term Rental Ordinance

- Short-Term Rentals are permitted in all residential and commercial zoning districts.
- Ordinance allows Inspections and Code to revoke the license of any rental with three code violation convictions within a 12-month period.
- Ordinance has minimum fines of \$500.00 for first violation, \$750.00 for second violation, and \$1000.00 for third violation. Violations include operating a rental without a permit.

Short Term Rental Issues

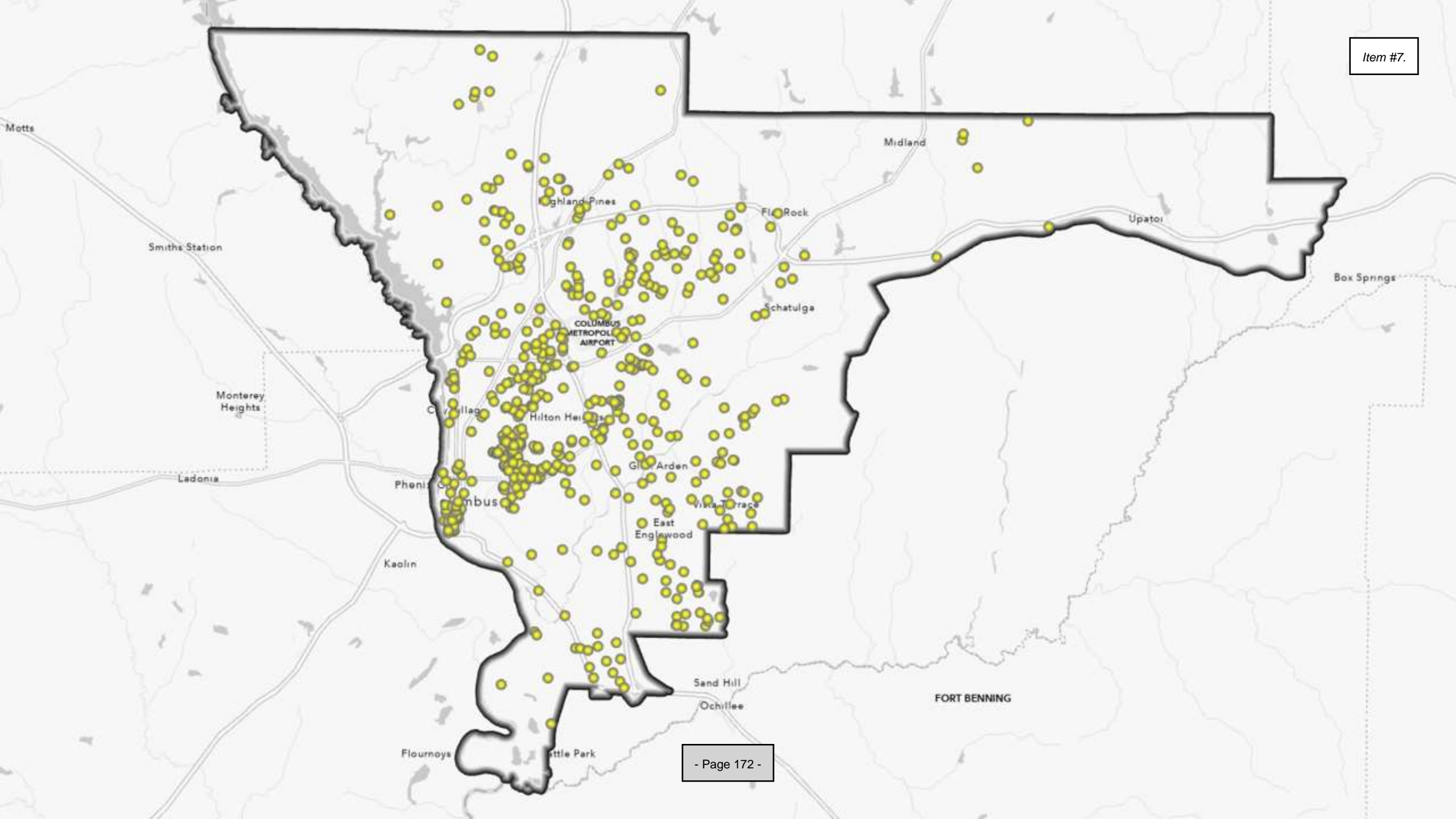
- Over the past year, staff has received an influx of complaints regarding the operation of certain rentals.
- Most common complaints have been:
 - Rentals being used as a party house
 - Lack of communication between neighbors and rental owner/agent.
 - Rentals are overrunning residential neighborhoods

Proposed Short Term Rental Revisions

- Provisions of current ordinance such as permitting process, minimum fines, and license revocation process remain.
- During the application process, applicants will be required to notify adjacent property owners of the proposed short-term rental. Applicants will be required to provide contact information to adjoining property owners.

Proposed Short Term Rental Revisions

- A door sticker, provided by Inspections and Code, must be placed on the front door of each unit. The sticker will readily identify the property as a short-term rental to any responding Officer.
- Proposed ordinance clearly limits the number of occupants to no more than 16 occupants.
- Proposed ordinance clarifies that a minimum stay is 24 hours. Short-Term rentals are not to be rented for a period less than 24 hours.





Item #7.

Proposed Short Term Rental Revisions

- Proposed ordinance introduces a cap on the number of short-term rentals in Historic Districts, including the Downtown Historic District and the Weracoba/St. Elmo Historic District.
 - Additional caps can be added later at Council's discretion.
- Owner occupied rentals would be exempt from the cap.

Proposed Short Term Rental Revisions

- Examples of the proposed cap
 - Downtown Historic District:
 - 10% Cap: 44 Rentals
 - PAC recommended 5% cap
 - Approximately 50 rentals currently operating; 35 operating legally
 - Weracoba/St. Elmo Historic District:
 - 10% Cap: 49 Rentals
 - PAC recommended 5% cap
 - Approximately 20 rentals currently operating

Questions?

File Attachments for Item:

8. 1st Reading- An ordinance providing for the demolition of various structures located at:

- 1) 2947 Schatulga Road (Linda Brantly Hood & Virginia S Hood, Owner)
- 2) 931 5th Avenue (Luel LLC, Owner)
- 3) 615 8th Street (Lula Lunsford Huff et al, Owner)
- 4) 926 Lawyers Lane (926 Lawyers Lane LLC, Owner)
- 5) 4110 2nd Avenue (Arguello Victor Manwell Rodriguez, Owner)
- 6) 2501 Hamilton Road (Joan Dannelly, Owner)
- 7) 21 Mathews Street (George Kebe Jr, Owner)

and for demolition services for the Inspections and Code Department in accordance with the attached Tabulation of Bid sheet. (Mayor Pro-Tem)

ORDINANCE

NO.

An ordinance providing for the demolition of various structures located at:

- 1) **2947 Schatulga Road** (Linda Brantly Hood & Virginia S Hood, Owner)
- 2) **931 5th Avenue** (Luel LLC, Owner)
- 3) **615 8th Street** (Lula Lunsford Huff et al, Owner)
- 4) **926 Lawyers Lane** (926 Lawyers Lane LLC, Owner)
- 5) **4110 2nd Avenue** (Arguello Victor Manwell Rodriguez, Owner)
- 6) **2501 Hamilton Road** (Joan Dannelly, Owner)
- 7) **21 Mathews Street** (George Kebe Jr, Owner)

and for demolition services for the Inspections and Code Department in accordance with the attached Tabulation of Bid sheet.

WHEREAS, Sections 8-81 through 8-90 of the Columbus Code specify the procedure and requirements for removal of buildings unsafe or unfit for human habitation; and

WHEREAS, these provisions and requirements have been and are fully complied with for the properties listed below; and

WHEREAS, administrative implementation instructions pertaining to this Ordinance are on file in the Finance Department, Accounting Division, the Inspections and Code Department, the Clerk of Council's Office, and the City Manager's Office; and

WHEREAS, W.T. Miller is the contractor for the demolition of all structures located at:

- 1) **2947 Schatulga Road** (Linda Brantly Hood & Virginia S Hood, Owner)
- 2) **931 5th Avenue** (Luel LLC, Owner)
- 3) **615 8th Street** (Lula Lunsford Huff et al, Owner)
- 4) **926 Lawyers Lane** (926 Lawyers Lane LLC, Owner)
- 5) **4110 2nd Avenue** (Arguello Victor Manwell Rodriguez, Owner)
- 6) **2501 Hamilton Road** (Joan Dannelly, Owner)
- 7) **21 Mathews Street** (George Kebe Jr, Owner)

in the total amount of **\$144,542.10** for demolition services; and

WHEREAS, funds are budgeted in the FY23 Budget, Community Development Block Grant-Neighborhood Redevelopment-Site Improvements. (Demolitions under City contracts are funded by the Community Development Block Grant Program (CDBG) and the General Fund (0101-240-2200-6381).

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY
ORDAINS:**

SECTION 1.

After adoption and approval of this Ordinance and compliance with such required procedures, including the notices and hearing set forth, the demolition of the structures listed above, and for the total costs listed above, in accordance with Sections 8-81 through 8-90 of the Columbus Code, is hereby authorized.

SECTION 2.

After validation by signature of duly appointed officials, the City's Chief Accountant shall cause the assessments to be entered in the Demolition Lien Book located in the Office of the Clerk of Superior Court.

SECTION 3.

A copy of this Ordinance shall be mailed to each property owner immediately after entry with a noted date, page, and line number of the Demolition Lien Book.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 24th day of January, 2023; introduced a second time at a regular meeting of said council held on the 14th day of February, 2023 and adopted at said meeting by the affirmation vote of _____ members of Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

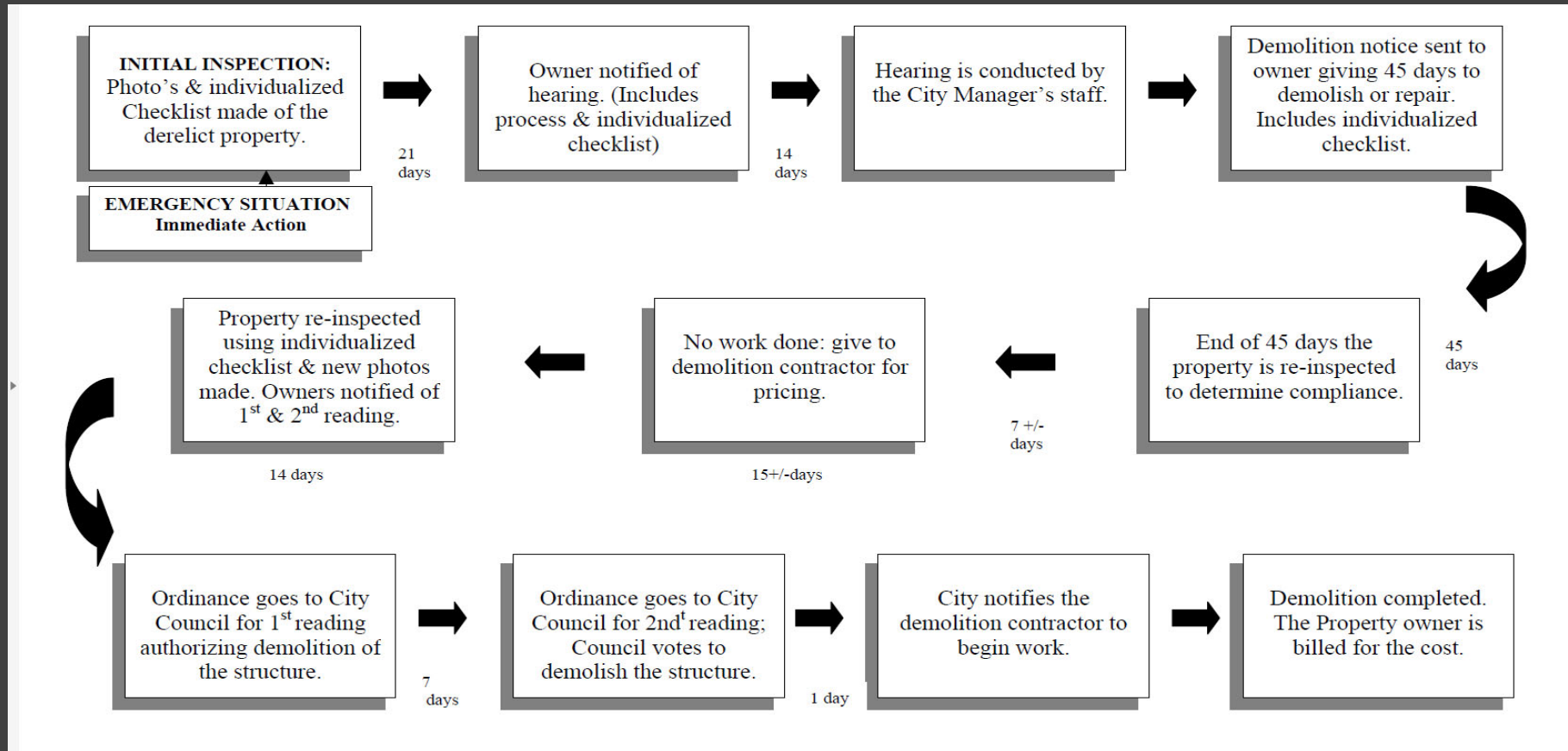
January 2023 Demolition Bid Tabulation	
Address	Demolition Amount
1) 2947 Schatulga Road (Linda Brantly Hood & Virginia S Hood, Owner)	\$13,812.10
2) 931 5th Avenue (Luel LLC, Owner)	\$49,149.80
3) 615 8th Street (Lula Lunsford Huff Etal, Owner)	\$19,988.50
4) 926 Lawyers Lane (926 Lawyers Lane LLC, Owner)	\$10,240.40
5) 4110 2nd Avenue (Arguello Victor Manwell Rodriguez, Owner)	\$14,675.40
6) 2501 Hamilton Road (Joan Dannelly, Owner)	\$25,866.90
7) 21 Mathews Street (George Kebe Jr, Owner)	\$10,809.00
TOTAL	\$144,542.10



INSPECTIONS & CODE DEPARTMENT

Demolition Properties

Demolition Process



Tabulation Bid Sheet – WT Miller January 2023

Proposed
Properties to
be Demolished

January 2023 Demolition Bid Tabulation	
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2947 Schatulga Road (Linda Brantly Hood & Virginia Hood, Owner)



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2501 Hamilton Road (Joan Dannelly, Owner)



21 Mathews Street (George Kebe Jr., Owner)





INSPECTIONS & CODE DEPARTMENT

Questions?

File Attachments for Item:

9. 1st Reading- An Ordinance amending the new Classification and Pay Plan for the Consolidated Government (as adopted by Ordinance 22-045) to establish step-based career ladder advancement provisions for Official Superior Court Reporters; authorizing up to \$15,000.00 in transcript page charges per fiscal year when authorized by a Superior Court Judge; adopting Policies and Procedures for Court Reporters; and for other purposes. (Mayor Pro Tem)

AN ORDINANCE
NO. _____

An Ordinance amending the new Classification and Pay Plan for the Consolidated Government (as adopted by Ordinance 22-045) to establish step-based career ladder advancement provisions for Official Superior Court Reporters; authorizing up to \$15,000.00 in transcript page charges per fiscal year when authorized by a Superior Court Judge; adopting Policies and Procedures for Court Reporters; and for other purposes.

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

SECTION 1.

- (a) The Human Resources Department is authorized to make changes to the new Classification and Pay Plan for the Consolidated Government which was adopted by Ordinance 22-045 to implement career ladder advancement provisions for Official Superior Court Reporters as follows:

Official Court Reporter Career Ladder

Position Classification	Pay Grade	Position Requirement (Career Ladder)
Official Court Reporter I	126	Minimum requirements to obtain employment as Official Superior Court Reporter
Official Court Reporter II	127	Upon 5 years of experience with CCG as Official Superior Court Reporter
Official Court Reporter III	128	10 years of experience with CCG as Official Superior Court Reporter

- (b) The salaries authorized within the pay grades referenced in paragraph (a) above shall be in lieu of appearance fees and per page charges mandated by the state for contract court reporters. Appearance fees and per page charges, if any, shall not be calculated in or included as salary for any purpose. However, all Superior Court Reporters may receive up to \$15,000.00 , in addition to the salary authorized within the pay grades referenced in subsection (a), in transcript page charges per fiscal year as authorized by a Superior Court Judge in accordance with attached Policies and Procedures for Court Reporters.
- (c) Authorized staffing for the total number of Official Superior Court Reporters I, II or III is set at seven.

SECTION 2.

The attached Policies and Procedures for Court Reporters are hereby adopted and incorporated herein by reference.

SECTION 3.

This ordinance shall be effective as of the Pay Plan Implementation Date, which was established as November 12, 2022, by Resolution No. 350-22 with respect to the career ladder provisions established herein. The \$10,000 transcript page charge provided by Ordinance No. 14-23 will increase to \$15,000 as of January 7, 2023.

SECTION 4.

Ordinance No. 12-02, Ordinance No.13-57, Ordinance No. 14-23 and all other Ordinances or parts of Ordinances in conflict with this ordinance are repealed as of the effective date of this ordinance.

First introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023, and introduced on second reading at a regular meeting of said Council held on the ____ day of _____, 2022 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

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

SUPERIOR COURT - COURT REPORTERS POLICIES AND PROCEDURES

Official Superior Court Reporter classifications and salaries, as provided by ordinance, shall be subject to the following conditions:

- Basis for pension calculation, no transcript or per diems included.
- Included as part of the pay plan and will receive pay increases the same as other City employees.
- Not included in the merit system
- Fiscal year shall be from July 1st to June 30th.
- Include all City benefits to include pension, health insurance, life insurance, except that there shall be no sick and vacation time accrual.

Payment **up to \$15,000** in transcript page charges per fiscal year per Court Reporter shall be permitted (in 12 equal monthly installments if total amount utilized) subject to the following conditions:

- All transcripts and invoices must be checked and stamped by the Clerk of Superior Court or his/her representative, then signed by the authorized Superior Court Judge.
- Paid out of Accounts Payable (does not include FICA).
- Shall be reported on 1099.
- A business license and compliance with the Occupation Tax ordinance (Chapter 19, Article IV) may be required if work is performed outside the scope of employment with the Columbus Consolidated Government
- Not included in pension calculation.
- Excludes capital cases where notice of intent to seek the death penalty has been given by the District Attorney or other capital cases as specified by the Chief Superior Court Judge.
- All transcripts over \$15,000 for each Court Reporter will be completed at no cost to the City (included in the base salary).
- Copies of transcripts for City or State departments or agencies (i.e. District Attorney, Public Defender) will be furnished at no additional cost to the City.

The primary duty of Court Reporters paid by the City shall be to service the Muscogee County Superior Court. Court Reporters shall be individually responsible for providing and, if necessary, paying from allocated transcript funds, a replacement Court Reporter approved by an appointing Judge when they cannot report for court in Muscogee County. Court Reporters shall be required to work for senior and other non-Chattahoochee Circuit Judges handling Muscogee County matters unless previously engaged in criminal court.

Expenses to include City standardized equipment, maintenance agreements on City equipment and supplies for City work, license renewal, and training as included in the Superior Court judges' budgets annually procured through City bid/RFP/purchasing process and within city guidelines (only for City of Columbus/Muscogee County Superior Court criminal work)

- All expenses must - Page 195 - and approved by the Superior Court Judge hiring said re 1ses must be in the adopted budget.

- City of Columbus equipment shall not be used outside of Muscogee County or for private use, including civil cases.
- City equipment may be leased by the Court Reporters on a daily basis for private work, including civil cases as well as work performed outside of Muscogee County, at a rate of \$50.00 per day.
- Equipment remains property of the City.
- Other City equipment not being used for a city purpose may be used by other court reporters if their assigned equipment is in need of repair
- Any jobs utilizing the City print shop must be for City business only, initiated through a print shop work order and approved by a Superior Court Judge.

File Attachments for Item:

10. A resolution authorizing the Columbus Water Works to accept a \$8,869,800 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Request of Columbus Water Works)

A RESOLUTION
NO. _____

WHEREAS, the Board of Water Commissioners of Columbus, Georgia, (“the Board”) which operates Columbus Georgia’s water facilities doing business as the Columbus Water Works (“CWW”), has by Resolution dated January 9, 2021, which is attached as Exhibit “A”, authorized its acceptance of State Revolving Loan funds from the Clean Water State Revolving Loan Fund (“CWSRF”) administered by the Georgia Environmental Finance Authority (“GEFA”); and

WHEREAS, it has been determined that \$8,869,800 is required to carry out the necessary projects; and

WHEREAS, in order to make the loan funds available to CWW, GEFA has requested that Columbus, Georgia Consolidated Government (“CCG”) co-sign a loan agreement with the Board in substantially the form attached as Exhibit “B ”; and

WHEREAS, acceptance of said loan, which will constitute limited obligation debt of Columbus, solely payable out of the funds of the CWW to include present and future revenues as well a reserve fund to be set aside for such purposes, requires approval by Council; and

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

The acceptance of said loan as set forth above is hereby approved; and the City Manager and any other CCG officials as appropriate are hereby authorized to execute the Loan Agreement, and any other documents necessary to the transaction on behalf of the Columbus Consolidated Government.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023, adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H.“Skip” Henderson, Mayor

EXHIBIT A

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS dba COLUMBUS WATER WORKS

Loan Number: CW2020019A

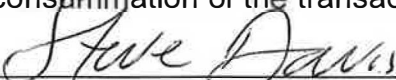
At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9 day of January 2020 the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$8,869,800** from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

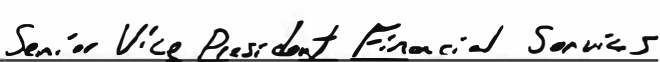
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to obtain the approval of the Columbus Council to proceed with the proposed borrowing and to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)


(Signature of Person to Attest Documents)



(Print Title)


(Print Title) Columbus Water Works

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 1/9/2023

(SEAL)


Secretary/Clerk

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY THE GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

**COLUMBUS GEORGIA BOARD OF WATER COMMISSIONERS
DBA COLUMBUS WATER WORKS**

(a body politic duly created and existing
under the laws of the State of Georgia)
as Borrower

and

CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA
(a political subdivision of the State of Georgia)

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between **CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA**, a political subdivision of the State of Georgia (the “City”), and **THE COLUMBUS GEORGIA BOARD WATER COMMISSIONERS DBA THE COLUMBUS WATER WORKS**, a Georgia body politic (the “Water Works” or “Borrower”), whose address for purposes of this Agreement shall be **1421 VETERANS PKWY, COLUMBUS, GA 31901**, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334-9006.

1. Background - The Lender desires to loan to the Borrower **EIGHT MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$8,869,800)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined) or (2) **NOVEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$8,869,800**, which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender’s Loan Continuation Fee, as published from time to time in the Lender’s fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental

certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance

issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. (a) **Security for Payments under Credit Documents: Consolidated Government of Columbus Georgia** - The City consents to the Borrower undertaking this obligation as a limited obligation of the City secured only by the revenue-raising power and other covenants of the Borrower as set forth in paragraph (b) below. The City further covenants that it will not interfere with the Borrower's independent revenue-raising power nor with any budgetary or appropriations action required by the Board of Water Commissioners to meet the Borrower's obligations under this loan.

(b) **Security for Payments under Credit Documents: Borrower** - As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Water Works hereby pledges to the Lender its revenue-raising power (including its power to set rates, fees and charges) for such payment and performance. The Water Works covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, and charges levied and collected for that purpose together with funds received from any other sources. The Water Works further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. In the event for any reason any such provision or appropriation is not made as provided in this Section 9(b), then the fiscal officers of the Water Works are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Water Works. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Water Works had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Water Works shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. § 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the

Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document; (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower; (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents; (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents; or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower’s consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.25. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles), including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available for Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, and (iv) payments under long-term leases.

(g) **Tax Covenants.** The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the

Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more

interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the City, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender, the City, and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower, the City, and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 10, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements,

negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

**CONSOLIDATED GOVERNMENT OF
COLUMBUS GEORGIA**

By: _____
Name:

Title:

Attest:

Name:

Title:

(SEAL)

Approved as to Form:

Clifton C. Fay
City Attorney

**COLUMBUS BOARD OF WATER
COMMISSIONERS DBA
COLUMBUS WATER WORKS**

By: _____
Name:

Title:

Attest:

Name:

Title:

(SEAL)

Approved as to Form:

Borrower's Attorney

**CLEAN WATER STATE REVOLVING
FUND, ADMINISTERED BY
GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

By: _____
Hunter Hill
Executive Director

(SEAL)

EXHIBIT A
PAGE 1 OF 3

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020019A

This project will rehabilitate the wastewater treatment facilities, the sewer collection system, and related appurtenances.

EXHIBIT A
PAGE 2 OF 3

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020019A

ITEM	TOTAL	CW2020019	CW2020019A
Construction	\$24,230,000	\$16,230,000	\$8,000,000
Contingency	5,739,800	4,870,000	869,800
Engineering & Inspection	3,605,000	3,605,000	-
Administrative/Legal	-	-	-
TOTAL	\$33,574,800	\$24,705,000	\$8,869,800

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**EXHIBIT A
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020019A**

ACTION	DATE
Plans and Specifications submitted to EPD	OCTOBER 2020
Bid Opening	FEBRUARY 2021
Notice to Proceed with Construction	APRIL 2021
Completion of Construction	JULY 2024

EXHIBIT B
PAGE 1 OF 4
COLUMBUS WATER WORKS
CW2020019A

SPECIMEN PROMISSORY NOTE

\$8,869,800

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **“Borrower”**) promises to pay to the order of **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **“Lender”**) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **EIGHT MILLION EIGHT HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$8,869,800)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 84/100 PERCENT (1.84%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **“Amortization Commencement Date”**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **“Maturity Date”**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of

EXHIBIT B
PAGE 2 OF 4

this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

**EXHIBIT B
PAGE 3 OF 4**

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

EXHIBIT B
PAGE 4 OF 4

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the
____ day of _____, _____.

**COLUMBUS GEORGIA BOARD OF
WATER COMMISSIONERS DBA
COLUMBUS WATER WORKS**

By: _____ SPECIMEN
Name: _____

Title: _____

Attest: _____

_____ SPECIMEN
Name: _____

Title: _____

(Seal)

Approved as to Form:

_____ SPECIMEN
Borrower's Attorney

**EXHIBIT C
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020019A**

1. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
2. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements.
3. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
4. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
5. Sealed bids, with a public bid opening, are required.
6. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
7. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
8. The Borrower must require 100 percent payment and performance bonds.
9. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

**EXHIBIT C
PAGE 2 OF 2**

10. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following:
 - a. Proof of advertising;
 - b. Certified detailed bid tabulation;
 - c. Engineer's award recommendation;
 - d. Governing body's award resolution;
 - e. Executed contract documents, including plans and specifications;
 - f. Construction and payment schedules;
 - g. Notice to proceed;
 - h. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.);
and
 - i. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
11. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
12. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
13. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative of this unit may participate.

EXHIBIT D
PAGE 1 OF 6

STATE REQUIREMENTS

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020019A

None.

**EXHIBIT D
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020019A**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include.
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, when will encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

**EXHIBIT D
PAGE 3 OF 6**

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.

**EXHIBIT D
PAGE 4 OF 6**

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

**EXHIBIT D
PAGE 5 OF 6**

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS**Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020019A**

Columbus Water Works will establish a debt service reserve account for \$610,000 in GEFA's name until GEFA determines it is no longer required or until Borrower has satisfied all obligations under this Agreement.

**EXHIBIT E
PAGE 1 OF 2****OPINION OF BORROWER'S COUNSEL**
(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

As counsel for **COLUMBUS GEORGIA BOARD OF WATER COMMISSIONERS dba COLUMBUS WATER WORKS** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2020019A**, between the Borrower, the Columbus Georgia Consolidated Government, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly

EXHIBIT E
PAGE 2 OF 2

elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

RESOLUTION OF THE COUNCIL OF COLUMBUS GEORGIA

**Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS dba COLUMBUS WATER WORKS**

Loan Number: CW2020019A

A RESOLUTION NO. _____

WHEREAS, the Board of Water Commissioners of Columbus, Georgia, ("the Board") which operates Columbus Georgia's water facilities doing business as the Columbus Water Works ("CWW"), has by Resolution dated _____, which is attached as Exhibit "A", authorized its acceptance of State Revolving Loan funds from the Clean Water State Revolving Loan Fund ("CWSRF") administered by the Georgia Environmental Finance Authority ("GEFA"); and

WHEREAS, it has been determined that \$8,869,800 is required to carry out the necessary projects; and

WHEREAS, in order to make the loan funds available to CWW, GEFA has requested that Columbus, Georgia Consolidated Government ("CCG") co-sign a loan agreement with the Board in substantially the form attached as Exhibit "B "; and

WHEREAS, acceptance of said loan, which will constitute limited obligation debt of Columbus, solely payable out of the funds of the CWW to include present and future revenues as well a reserve fund to be set aside for such purposes, requires approval by Council; and

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

The acceptance of said loan as set forth above is hereby approved; and the City Manager and any other CCG officials as appropriate are hereby authorized to execute the Loan Agreement, and any other documents necessary to the transaction on behalf of the Columbus Consolidated Government.

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

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

Sandra T. Davis, Clerk of Council

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

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS dba COLUMBUS WATER WORKS

Loan Number: CW2020019A

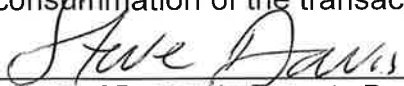
At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9 day of January 2020 the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$8,869,800** from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

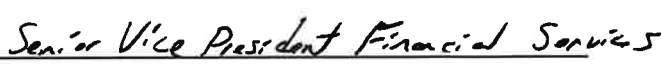
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to obtain the approval of the Columbus Council to proceed with the proposed borrowing and to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)


(Signature of Person to Attest Documents)



(Print Title)


(Print Title) Columbus Water Works

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 1/9/2023

(SEAL)


Secretary/Clerk

File Attachments for Item:

11. A resolution authorizing the Columbus Water Works to accept a \$11,230,200 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Request of Columbus Water Works)

**A RESOLUTION
NO. _____**

WHEREAS, the Board of Water Commissioners of Columbus, Georgia, (“the Board”) which operates Columbus Georgia’s water facilities doing business as the Columbus Water Works (“CWW”), has by Resolution dated January 9, 2021, which is attached as Exhibit “A”, authorized its acceptance of State Revolving Loan funds from the Clean Water State Revolving Loan Fund (“CWSRF”) administered by the Georgia Environmental Finance Authority (“GEFA”); and

WHEREAS, it has been determined that \$11,230,200 is required to carry out the necessary projects; and

WHEREAS, in order to make the loan funds available to CWW, GEFA has requested that Columbus, Georgia Consolidated Government (“CCG”) co-sign a loan agreement with the Board in substantially the form attached as Exhibit “B ”; and

WHEREAS, acceptance of said loan, which will constitute limited obligation debt of Columbus, solely payable out of the funds of the CWW to include present and future revenues as well a reserve fund to be set aside for such purposes, requires approval by Council; and

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

The acceptance of said loan as set forth above is hereby approved; and the City Manager and any other CCG officials as appropriate are hereby authorized to execute the Loan Agreement, and any other documents necessary to the transaction on behalf of the Columbus Consolidated Government.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023, adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H.“Skip” Henderson, Mayor

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS dba COLUMBUS WATER WORKS

Loan Number: CW2020020A

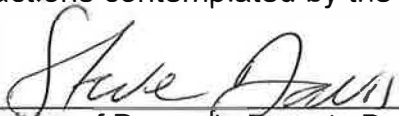
At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9 day of January 2023, the following resolution was introduced and adopted.


WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$11,230,200 from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;


NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to obtain the approval of the Columbus Council to proceed with the proposed borrowing and to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related Loan documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)


(Signature of Person to Attest Documents)


(Print Title)


(Print Title) Columbus Water Works

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 1/9/2023

(SEAL)


Secretary/Clerk

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

**COLUMBUS GEORGIA BOARD OF WATER COMMISSIONERS
DBA COLUMBUS WATER WORKS**

(a body politic duly created and existing
under the laws of the State of Georgia)
as Borrower

and

CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA

(a political subdivision of the State of Georgia)

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between **CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA**, a political subdivision of the State of Georgia (the “**City**”), and **THE COLUMBUS GEORGIA BOARD WATER COMMISSIONERS DBA THE COLUMBUS WATER WORKS**, a Georgia body politic (the “**Water Works**” or “**Borrower**”), whose address for purposes of this Agreement shall be **1421 VETERANS PKWY, COLUMBUS, GA 31901**, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334-9006.

1. Background - The Lender desires to loan to the Borrower **ELEVEN MILLION TWO HUNDRED THIRTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$11,230,200)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. Loan - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined) or (2) **MAY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$11,230,200**, which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any

person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and

stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not

conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and

adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. (a) Security for Payments under Credit Documents: Consolidated Government of Columbus Georgia - The City consents to the Borrower undertaking this obligation as a limited obligation of the City secured only by the revenue-raising power and other covenants of the Borrower as set forth in paragraph (b) below. The City further covenants that it will not interfere with the Borrower's independent revenue-raising power nor with any budgetary or appropriations action required by the Board of Water Commissioners to meet the Borrower's obligations under this loan.

(b) Security for Payments under Credit Documents: Borrower - As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Water Works hereby pledges to the Lender its revenue-raising power (including its power to set rates, fees and charges) for such payment and performance. The Water Works covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, and charges levied and collected for that purpose together with funds received from any other sources. The Water Works further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. In the event for any reason any such provision or appropriation is not made as provided in this Section 9(b), then the fiscal officers of the Water Works are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Water Works. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Water Works had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Water Works shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial

statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced

to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document; (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower; (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents; (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents; or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.25. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles), including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted

accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available for Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, and (iv) payments under long-term leases.

(g) **Tax Covenants**. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or

ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the City, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender, the City, and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower, the City, and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 10, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

**CONSOLIDATED GOVERNMENT OF
COLUMBUS GEORGIA**

By: _____
Name:

Title:

Attest:

Name:

Title:

(SEAL)

Approved as to Form:

Clifton C. Fay
City Attorney

**COLUMBUS BOARD OF WATER
COMMISSIONERS DBA COLUMBUS
WATER WORKS**

By: _____
Name:

Title:

Attest:

Name:

Title:

(SEAL)

Approved as to Form:

Borrower's Attorney

**CLEAN WATER STATE REVOLVING
FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE
AUTHORITY**

By: _____
Hunter Hill
Executive Director

(SEAL)

EXHIBIT A
PAGE 1 OF 3

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020020A

This project will rehabilitate the wastewater treatment facilities, the sewer collection system, and related appurtenances.

EXHIBIT A
PAGE 2 OF 3

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020020A

ITEM	TOTAL	CW2020020	CW2020020A
Construction	\$16,254,000	\$8,969,000	\$7,285,000
Contingency	4,876,200	2,355,000	2,521,200
Engineering & Inspection	3,400,000	1,976,000	1,424,000
Administrative/Legal	-	-	
TOTAL	\$24,530,200	\$13,300,000	\$11,230,200

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**EXHIBIT A
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020020A**

ACTION	DATE
Plans and Specifications submitted to EPD	APRIL 2021
Bid Opening	AUGUST 2021
Notice to Proceed with Construction	NOVEMBER 2021
Completion of Construction	JANUARY 2025

EXHIBIT B
PAGE 1 OF 4
COLUMBUS WATER WORKS
CW2020020A

SPECIMEN PROMISSORY NOTE

\$11,230,200

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **“Borrower”**) promises to pay to the order of **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **“Lender”**) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ELEVEN MILLION TWO HUNDRED THIRTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$11,230,200)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 84/100 PERCENT (1.84%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **“Amortization Commencement Date”**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **“Maturity Date”**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of

EXHIBIT B
PAGE 2 OF 4

this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

EXHIBIT B
PAGE 3 OF 4

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

**EXHIBIT B
PAGE 4 OF 4**

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the
____ day of _____, _____.

**COLUMBUS GEORGIA BOARD OF
WATER COMMISSIONERS DBA
COLUMBUS WATER WORKS**

By: _____ SPECIMEN
Name:

Title:

Attest:

_____ SPECIMEN
Name:

Title:

(Seal)

Approved as to Form:

_____ SPECIMEN
Borrower's Attorney

**EXHIBIT C
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020020A**

1. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
2. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
3. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
4. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
5. Sealed bids, with a public bid opening, are required.
6. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
7. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
8. The Borrower must require 100 percent payment and performance bonds.
9. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

**EXHIBIT C
PAGE 2 OF 2**

10. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:
 - a. Proof of advertising;
 - b. Certified detailed bid tabulation;
 - c. Engineer's award recommendation;
 - d. Governing body's award resolution;
 - e. Executed contract documents, including plans and specifications;
 - f. Construction and payment schedules;
 - g. Notice to proceed;
 - h. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.);
and
 - i. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
11. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
12. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
13. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative of this unit may participate.

EXHIBIT D
PAGE 1 OF 6

STATE REQUIREMENTS

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020020A

None.

**EXHIBIT D
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020020A**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

**EXHIBIT D
PAGE 3 OF 6**

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolved Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.
8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."
14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower

**EXHIBIT D
PAGE 5 OF 6**

who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

EXHIBIT D
PAGE 6 OF 6

FINANCIAL COVENANTS

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2020020A

Columbus Water Works will establish a debt service reserve account for \$610,000 in GEFA's name until GEFA determines it is no longer required or until Borrower has satisfied all obligations under this Agreement.

EXHIBIT E
PAGE 1 OF 2

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

As counsel for **COLUMBUS GEORGIA BOARD OF WATER COMMISSIONERS dba COLUMBUS WATER WORKS** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2020020A**, between the Borrower and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly

EXHIBIT E
PAGE 2 OF 2

elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

RESOLUTION OF COUNCIL OF COLUMBUS, GEORGIA

Recipient: **GEORGIA BOARD OF WATER COMMISSIONERS dba
COLUMBUS WATER WORKS**

Loan Number: **CW2020020A**

A RESOLUTION NO. _____

WHEREAS, the Board of Water Commissioners of Columbus, Georgia, ("the Board") which operates Columbus Georgia's water facilities doing business as the Columbus Water Works ("CWW"), has by Resolution dated _____, which is attached as Exhibit "A", authorized its acceptance of State Revolving Loan funds from the Clean Water State Revolving Loan Fund ("CWSRF") administered by the Georgia Environmental Finance Authority ("GEFA"); and

WHEREAS, it has been determined that \$11,230,200 is required to carry out the necessary projects; and

WHEREAS, in order to make the loan funds available to CWW, GEFA has requested that Columbus, Georgia Consolidated Government ("CCG") co-sign a loan agreement with the Board in substantially the form attached as Exhibit "B "; and

WHEREAS, acceptance of said loan, which will constitute limited obligation debt of Columbus, solely payable out of the funds of the CWW to include present and future revenues as well a reserve fund to be set aside for such purposes, requires approval by Council; and

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

The acceptance of said loan as set forth above is hereby approved; and the City Manager and any other CCG officials as appropriate are hereby authorized to execute the Loan Agreement, and any other documents necessary to the transaction on behalf of the Columbus Consolidated Government.

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

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

Sandra T. Davis, Clerk of Council

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

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS dba COLUMBUS WATER WORKS

Loan Number: CW2020020A

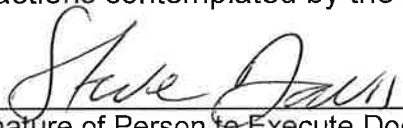
At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9 day of January 2023, the following resolution was introduced and adopted.

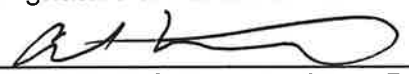
WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$11,230,200 from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;


NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to obtain the approval of the Columbus Council to proceed with the proposed borrowing and to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)


(Signature of Person to Attest Documents)


(Print Title)


(Print Title) Columbus Water Works

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 1/9/2023

(SEAL)


Secretary/Clerk

File Attachments for Item:

12. A resolution authorizing the Columbus Water Works to accept a \$7,526,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Request of Columbus Water Works)

A RESOLUTION
NO. _____

WHEREAS, the Board of Water Commissioners of Columbus, Georgia, (“the Board”) which operates Columbus Georgia’s water facilities doing business as the Columbus Water Works (“CWW”), has by Resolution dated January 9, 2021, which is attached as Exhibit “A”, authorized its acceptance of State Revolving Loan funds from the Clean Water State Revolving Loan Fund (“CWSRF”) administered by the Georgia Environmental Finance Authority (“GEFA”); and

WHEREAS, it has been determined that \$7,526,000 is required to carry out the necessary projects; and

WHEREAS, in order to make the loan funds available to CWW, GEFA has requested that Columbus, Georgia Consolidated Government (“CCG”) co-sign a loan agreement with the Board in substantially the form attached as Exhibit “B ”; and

WHEREAS, acceptance of said loan, which will constitute limited obligation debt of Columbus, solely payable out of the funds of the CWW to include present and future revenues as well a reserve fund to be set aside for such purposes, requires approval by Council; and

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

The acceptance of said loan as set forth above is hereby approved; and the City Manager and any other CCG officials as appropriate are hereby authorized to execute the Loan Agreement, and any other documents necessary to the transaction on behalf of the Columbus Consolidated Government.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January, 2023, adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H.“Skip” Henderson, Mayor

EXHIBIT F (2)

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS/dba COLUMBUS WATER WORKS

Loan Number: CW2022032

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9th day of January 2023, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$7,526,000** from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

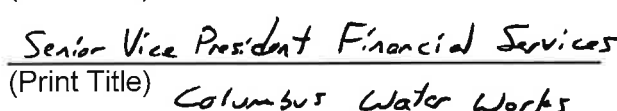
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to obtain the approval of the Columbus Council to proceed with the proposed borrowing and to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)



(Print Title)


(Signature of Person to Attest Documents)


(Print Title) *Columbus Water Works*

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 1/9/2023


Secretary/Clerk

(SEAL)

**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY THE GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

**COLUMBUS GEORGIA BOARD OF WATER COMMISSIONERS
DBA COLUMBUS WATER WORKS**

(a body politic duly created and existing
under the laws of the State of Georgia)
as Borrower

and

CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA
(a political subdivision of the State of Georgia)

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this “**Agreement**”) dated _____, 20____, by and between **CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA**, a political subdivision of the State of Georgia (the “**City**”), and **THE COLUMBUS GEORGIA BOARD WATER COMMISSIONERS DBA THE COLUMBUS WATER WORKS**, a Georgia body politic (the “**Water Works**” or “**Borrower**”), whose address for purposes of this Agreement shall be **1421 VETERANS PKWY, COLUMBUS, GA 31901**, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the “**Lender**”), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334-9006.

1. **Background** - The Lender desires to loan to the Borrower **SEVEN MILLION FIVE HUNDRED TWENTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$7,526,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “**Fund**”) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the “**Project**”). The Environmental Protection Division (“**EPD**”) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the “**Plans and Specifications**”) for the Project prepared or to be prepared by the Borrower’s engineer (the “**Engineer**”), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the “**Loan**”) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined) or (2) **NOVEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$7,526,000**, which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender’s loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender’s commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower’s obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. **Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. **Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental

certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance

issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. (a) **Security for Payments under Credit Documents: Consolidated Government of Columbus Georgia** - The City consents to the Borrower undertaking this obligation as a limited obligation of the City secured only by the revenue-raising power and other covenants of the Borrower as set forth in paragraph (b) below. The City further covenants that it will not interfere with the Borrower's independent revenue-raising power nor with any budgetary or appropriations action required by the Board of Water Commissioners to meet the Borrower's obligations under this loan.

(b) **Security for Payments under Credit Documents: Borrower** - As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Water Works hereby pledges to the Lender its revenue-raising power (including its power to set rates, fees and charges) for such payment and performance. The Water Works covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, and charges levied and collected for that purpose together with funds received from any other sources. The Water Works further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. In the event for any reason any such provision or appropriation is not made as provided in this Section 9(b), then the fiscal officers of the Water Works are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Water Works. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Water Works had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Water Works shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. § 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the

Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document; (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower; (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents; (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents; or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower’s consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.25. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles), including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available for Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, and (iv) payments under long-term leases.

(g) **Tax Covenants.** The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the

Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more

interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the City, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender, the City, and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower, the City, and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 10, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements,

negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

**CONSOLIDATED GOVERNMENT OF
COLUMBUS GEORGIA**

By: _____
Name: _____

Title: _____

Attest:

Name: _____

Title: _____

(SEAL)

Approved as to Form: _____

Clifton C. Fay
City Attorney

**COLUMBUS BOARD OF WATER
COMMISSIONER DBA COLUMBUS
WATER WORKS**

By: _____
Name: _____

Title: _____

Attest:

Name: _____

Title: _____

(SEAL)

Approved as to Form: _____

Borrower's Attorney

**CLEAN WATER STATE REVOLVING
FUND, ADMINISTERED BY
GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

By: _____
Hunter Hill
Executive Director

(SEAL)

EXHIBIT A
PAGE 1 OF 3

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2022032

This project will upgrade the South Commons combined sewer overflow (CSO), construct a new pre-treatment facility upstream of the Uptown CSO facility, and related appurtenances.

**EXHIBIT A
PAGE 2 OF 3****DESCRIPTION OF THE PROJECT****PROJECT BUDGET****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2022032**

ITEM	TOTAL	CWSRF
Construction	\$5,300,000	\$5,300,000
Contingency	1,590,000	1,590,000
Engineering & Inspection	636,000	636,000
Administrative/Legal	-	-
TOTAL	\$7,526,000	\$7,526,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**EXHIBIT A
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2022032**

ACTION	DATE
Plans and Specifications submitted to EPD	MARCH 2023
Bid Opening	APRIL 2023
Notice to Proceed with Construction	JUNE 2023
Completion of Construction	JULY 2024

EXHIBIT B
PAGE 1 OF 4
COLUMBUS WATER WORKS
CW2022032

SPECIMEN PROMISSORY NOTE

\$7,526,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **“Borrower”**) promises to pay to the order of **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **“Lender”**) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **SEVEN MILLION FIVE HUNDRED TWENTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$7,526,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 84/100 PERCENT (1.84%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **“Amortization Commencement Date”**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **“Maturity Date”**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of

EXHIBIT B
PAGE 2 OF 4

this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

EXHIBIT B
PAGE 3 OF 4

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

**EXHIBIT B
PAGE 4 OF 4**

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the
____ day of _____, _____.

**COLUMBUS GEORGIA BOARD OF
WATER COMMISSIONERS DBA
COLUMBUS WATER WORKS**

By: _____ SPECIMEN
Name:

Title:

Attest:

_____ SPECIMEN
Name:

Title:

(Seal)

Approved as to Form:

_____ SPECIMEN
Borrower's Attorney

**EXHIBIT C
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2022032**

1. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
2. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements.
3. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
4. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
5. Sealed bids, with a public bid opening, are required.
6. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
7. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
8. The Borrower must require 100 percent payment and performance bonds.
9. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

**EXHIBIT C
PAGE 2 OF 2**

10. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following:
 - a. Proof of advertising;
 - b. Certified detailed bid tabulation;
 - c. Engineer's award recommendation;
 - d. Governing body's award resolution;
 - e. Executed contract documents, including plans and specifications;
 - f. Construction and payment schedules;
 - g. Notice to proceed;
 - h. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.);
and
 - i. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
11. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
12. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
13. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative of this unit may participate.

EXHIBIT D
PAGE 1 OF 6

STATE REQUIREMENTS

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2022032

None.

**EXHIBIT D
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2022032**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include.
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, when will encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

EXHIBIT D
PAGE 3 OF 6

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.

**EXHIBIT D
PAGE 4 OF 6**

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

**EXHIBIT D
PAGE 5 OF 6**

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

EXHIBIT D
PAGE 6 OF 6

FINANCIAL COVENANTS

Recipient: COLUMBUS WATER WORKS

Loan Number: CW2022032

Columbus Water Works will establish a debt service reserve account for \$610,000 in GEFA's name until GEFA determines it is no longer required or until Borrower has satisfied all obligations under this Agreement.

**EXHIBIT E
PAGE 1 OF 2****OPINION OF BORROWER'S COUNSEL**
(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

As counsel for **COLUMBUS GEORGIA BOARD OF WATER COMMISSIONERS dba COLUMBUS WATER WORKS** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2022032**, between the Borrower, the Columbus Georgia Consolidated Government, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly

EXHIBIT E
PAGE 2 OF 2

elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

RESOLUTION OF COUNCIL OF COLUMBUS, GEORGIA

**Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS/dba COLUMBUS WATER WORKS**

Loan Number: CW2022032

A RESOLUTION NO. _____

WHEREAS, the Board of Water Commissioners of Columbus, Georgia, ("the Board") which operates Columbus Georgia's water facilities doing business as the Columbus Water Works ("CWW"), has by Resolution dated _____, which is attached as Exhibit "A", authorized its acceptance of State Revolving Loan funds from the Clean Water State Revolving Loan Fund ("CWSRF") administered by the Georgia Environmental Finance Authority ("GEFA"); and

WHEREAS, it has been determined that \$7,526,000 is required to carry out the necessary projects; and

WHEREAS, in order to make the loan funds available to CWW, GEFA has requested that Columbus, Georgia Consolidated Government ("CCG") co-sign a loan agreement with the Board in substantially the form attached as Exhibit "B "; and

WHEREAS, acceptance of said loan, which will constitute limited obligation debt of Columbus, solely payable out of the funds of the CWW to include present and future revenues as well a reserve fund to be set aside for such purposes, requires approval by Council; and

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

The acceptance of said loan as set forth above is hereby approved; and the City Manager and any other CCG officials as appropriate are hereby authorized to execute the Loan Agreement, and any other documents necessary to the transaction on behalf of the Columbus Consolidated Government.

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

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

Sandra T. Davis, Clerk of Council

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

EXHIBIT F (2)

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: COLUMBUS GEORGIA BOARD OF WATER
COMMISSIONERS/dba COLUMBUS WATER WORKS

Loan Number: CW2022032

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 9th day of January 2023, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$7,526,000** from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

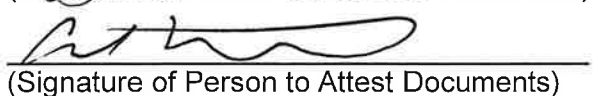
WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

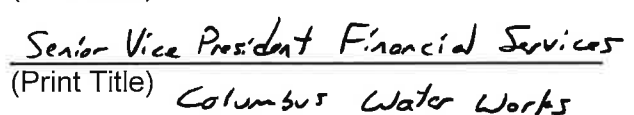
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to obtain the approval of the Columbus Council to proceed with the proposed borrowing and to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)


(Print Title)


(Signature of Person to Attest Documents)


(Print Title) *Columbus Water Works*

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 1/9/2023


Secretary/Clerk

(SEAL)

File Attachments for Item:

13. A resolution authorizing Sunday sales of alcoholic beverages at all on-premises locations within Columbus on Sunday February 12, 2023. (Councilor Cogle)

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING SUNDAY SALES OF ALCOHOLIC
BEVERAGES AT ALL ON-PREMISES LOCATIONS WITHIN COLUMBUS ON
SUNDAY FEBRUARY 12, 2023.**

WHEREAS, the NFL Super Bowl game will take place on Sunday February 12, 2023;
and,

WHEREAS, the owners of various establishments licensed for the on-premises sales of mixed drinks, beer and wine would lose a significant revenue opportunity if they were not able to be open to provide Super Bowl watching events; and,

WHEREAS, Official Code of Georgia Annotated §3-3-7(r) authorizes local governments to designate by resolution one Sunday during each calendar year for lawful sale and consumption of mixed drinks, beer and wine on premises where Sunday service would not otherwise be permitted under State law.

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

Pursuant to the authority granted by O.C.G.A. §3-3-7(r), this Council designates February 12, 2023 as the Sunday during calendar year 2023 during which all holders of an on-premises local alcohol license may be open and sell and serve all alcoholic beverages which they are otherwise licensed to sell. In accordance with state law, hours of service shall begin at 11:00 A.M. and continue until 12:00 midnight, and all patrons will vacate the premises within 20 minutes thereafter in accordance with Columbus Code Section 3-12(f).

Introduced at a regular meeting of the council of Columbus, Georgia, held the 24th day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House 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. Power Easement Request from Georgia Power

Approval is requested to enter into a Power Easement to be in the vicinity of the "Follow Me Trail" pedestrian bridge crossing Victory Drive for Georgia Power to replace a power pole on city property and re-route underground service in said area in preparation to cross Victory Drive, underground.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #1.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Power Easement Request from Georgia Power
AGENDA SUMMARY:	Approval is requested to enter into a Power Easement to be in the vicinity of the “Follow Me Trail” pedestrian bridge crossing Victory Drive for Georgia Power to replace a power pole on city property and re-route underground service in said area in preparation to cross Victory Drive, underground.
INITIATED BY:	Planning Department

Recommendation: Approval is requested to enter into a Power Easement to be in the vicinity of the “Follow Me Trail” pedestrian bridge crossing Victory Drive for Georgia Power to replace a power pole on city property and re-route underground service in said area in preparation to cross Victory Drive, underground.

Background: Georgia Power has requested a Power Easement that will call for slight intrusion on City property along the “Follow Me Trail” @ Victory Drive Pedestrian Bridge. Since they are removing the overhead distribution line, this will require them to put the lines underground. The easement that they are requesting will be for the new pole that the new underground line will attach to. They are removing every other transmission pole/structure on said line.

Analysis: The City of Columbus, Georgia owns the property in said area, therefore Georgia Power request the City to execute the Power Easement to accommodate their request. It does not touch the Trail but will disturb some Landscaping. They agree to make it presentable after work is complete. Utility lines will run underground toward Victory Drive.

Financial Considerations: There are no financial obligations.

Legal Considerations: Council must approve the action by Resolution.

Recommendation/Action: A resolution authorizing the City Manager to enter into a Power Easement to be in the vicinity of the “Follow Me Trail” pedestrian bridge crossing Victory Drive for Georgia Power to replace a power pole on city property and re-route underground service in said area in preparation to cross Victory Drive, underground and execute any necessary related documentation.

A RESOLUTION

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A POWER EASEMENT TO BE IN THE VICINITY OF THE “FOLLOW ME TRAIL” PEDESTRIAN BRIDGE CROSSING VICTORY DRIVE FOR GEORGIA POWER TO REPLACE A POWER POLE ON CITY PROPERTY AND RE-ROUTE UNDERGROUND SERVICE IN SAID AREA IN PREPARATION TO CROSS VICTORY DRIVE, UNDERGROUND.

WHEREAS, upon execution of the Power Easement, Georgia Power will run Distribution Lines underground toward Victory Drive to tie into lines along Victory Drive as depicted on Exhibit “A”; and,

WHEREAS, and Exhibit “B” attached is the Legal Description of said property for the Power Easement; and,

WHEREAS, Affidavit of Title will be signed and filed in Superior Court,

WHEREAS, improvement does not touch the Trail, but will disturb some Landscaping. They agree to make it presentable after work is complete.

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

The City Manager is authorized to enter into and execute a Power Easement in the vicinity of the “Follow Me Trail” pedestrian bridge crossing Victory Drive and any necessary related documents for Georgia Power to replace a power pole on city property and re-route underground service in said area in preparation to cross Victory Drive, underground and execute any necessary related documentation.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, Mayor

After recording, return to:
 Georgia Power Company
 Attn: Land Acquisition (Recording)
 241 Ralph McGill Blvd NE
 Bldg 10151
 Atlanta, GA 30308-3374

 PROJECT 2022010161 LETTER FILE DEED FILE MAP FILE
 ACCOUNT NUMBER 10182319-GPC4013-KPT-12.05.01.01
 NAME OF LINE/PROJECT: GPC GRID PI# 1857801 SOUTH COLUMBUS - VICTORY DRIVE 115 KV -
 RECONDUCTOR (MUSCOGEE COUNTY) TL
 PARCEL NUMBER 009

2100 STATE OF GEORGIA

MUSCOGEE COUNTY

POWER EASEMENT

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, COLUMBUS CONSOLIDATED GOVERNMENT, GEORGIA (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 100 E 10TH ST, COLUMBUS, GA 31901, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 0 VICTORY DRIVE, COLUMBUS, GA 31903 (Tax Parcel ID No.) in Land Lot 14, 29 of the 7 District of Muscogee County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" and coinciding with "Exhibit B" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and coinciding with "Exhibit B" (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A.", coinciding with "Exhibit B".

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary

PARCEL 009

NAME OF
LINE/PROJECT:GPC GRID PI# 1857801 SOUTH COLUMBUS - VICTORY
DRIVE 115 KV - RECONDUCTOR (MUSCOGEE COUNTY) TL

under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Company agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair and replacement of the facilities contemplated herein, the Company will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, curbs or paving disturbed by the Company as a result of such activities.

The Company shall be responsible and liable for actual damages arising out of, and to the extent caused by, the negligence or willful misconduct of Company, its employees and agents while exercising the rights described above. Company does not waive and hereby expressly preserves and maintains all defenses available under Georgia law to any such claims based upon negligence or willful misconduct.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 009

NAME OF
LINE/PROJECT:GPC GRID PI# 1857801 SOUTH COLUMBUS - VICTORY
DRIVE 115 KV - RECONDUCTOR (MUSCOGEE COUNTY) TL

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the presence of: COLUMBUS CONSOLIDATED GOVERNMENT, GEORIGIA

Witness

By: _____ (SEAL)
Name:
Title:

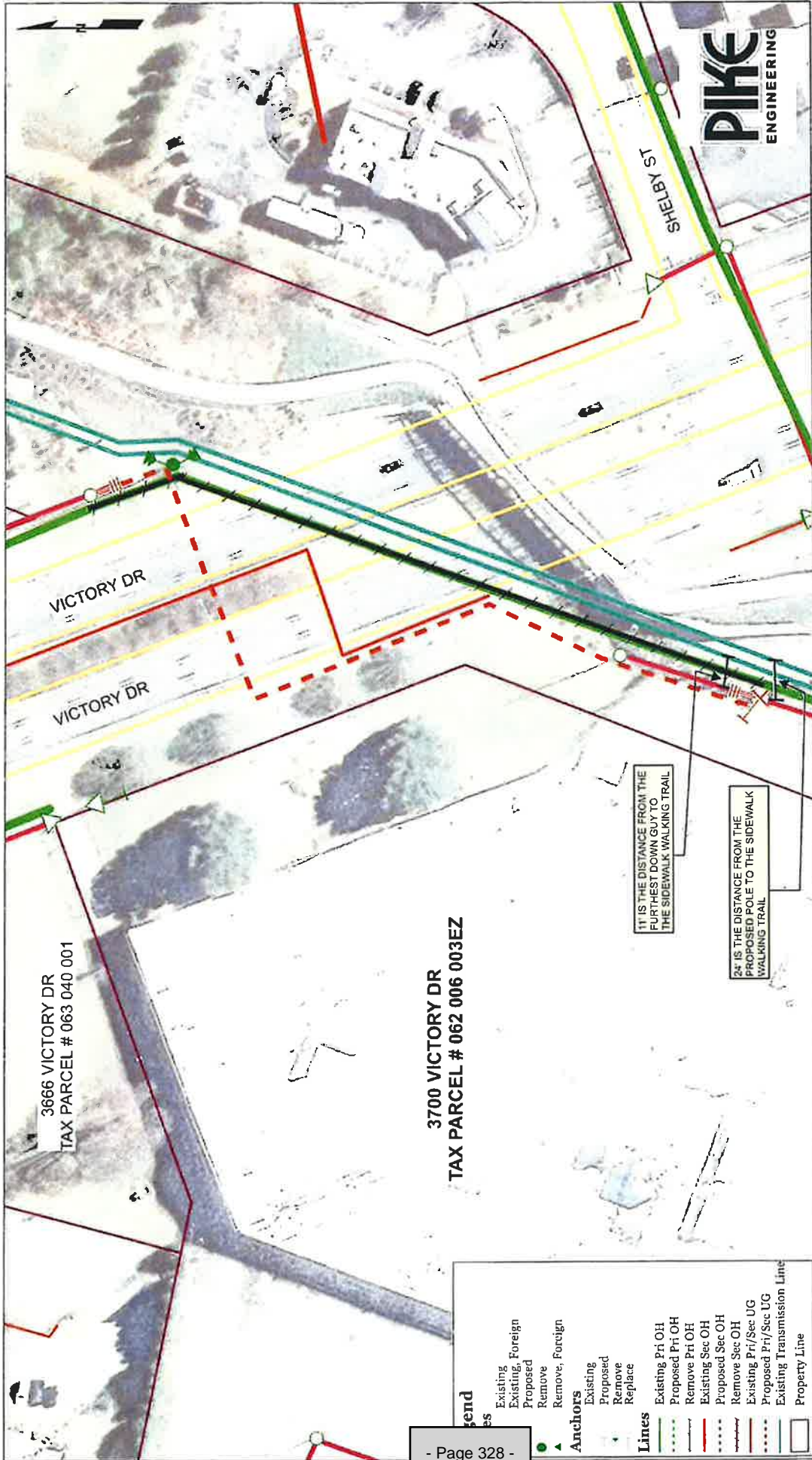
Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

EXHIBIT A

[Attached]



GPC GRID SOUTH COLUMBUS VICTORY DRIVE
TRANSMISSION OH/UG
(MUSCOGEE COUNTY)
DISTRIBUTION LINE
LIMS# 2022010161

Exhibit A

MAP NOT TO SCALE

Georgia Power

Prepare Date: 11/21/2022

EXHIBIT "B"

LEGAL DESCRIPTION

GPC GRID SOUTH COLUMBUS VICTORY DRIVE
TRANSMISSION OH/UG (MUSCOGEE COUNTY)
DISTRIBUTION LINE LIMS #2022010161
CROSSING THE PROPERTY OF
COLUMBUS CONSOLIDATED GOVERNMENT, GA

GPC DISTRIBUTION EASEMENT AREA

All that tract or parcel of land lying and being in land lot 14, of the 7th District, Columbus, Muscogee County, Georgia more particularly described as follows:
COMMENCING at a point on the southwestern right-of-way of Victory Drive (having a 200' right-of-way) with the following latitude and longitude: N 32 25"1.80", W 84 56'40.35";
Thence southeasterly along said right-of-way for a distance of 46.90 feet to the POINT OF BEGINNING.
Thence continuing along said right-of-way south 21 degrees 15 minutes 23 seconds east for a distance of 30.06 feet to a point;
Thence leaving said right-of-way and following a line south 20 degrees 27 minutes 01 seconds west for a distance of 31.15 feet to a point;
Thence south 20 degrees 39 minutes 39 seconds west for a distance of 109.49 feet to a point;
Thence north 69 degrees 20 minutes 21 seconds west for a distance of 20.00 feet to a point;
Thence north 20 degrees 39 minutes 39 seconds east for a distance of 109.45 feet to a point;
Thence north 20 degrees 27 minutes 01 seconds east for a distance of 53.55 feet to the POINT OF BEGINNING.

Said tract containing 0.0697 square feet (3,036.4 square feet) and being more particularly shown on a non-survey parcel map for Georgia Power Company by Tibbitts Land Surveying, Inc. dated 11-23-22.

TIBBITTS LAND SURVEYING, INC.
362 WEST MEMORIAL DRIVE, DALLAS, GA 30132
770-443-1021
FIRM # LSF000146



LINE	BEARING	DISTANCE
L1	S 21°15'23" E	30.06'
L2	S 20°27'01" W	31.15'
L3	S 20°39'39" W	109.49'
L4	N 69°20'21" W	20.00'
L5	N 20°39'39" E	109.45'
L6	N 20°27'01" E	53.55'

P.O.C. = N 32°25'1.80"
W 84°56'40.35"

3700 VICTORY DR
TAX PARCEL #
062 006 003EZ

**GPC DISTRIBUTION
EASEMENT AREA
3,036.4 SQ. FT.
0.0697 ACRES**

COLUMBUS CONSOLIDATED
GOVERNMENT, GEORGIA
0 VICTORY DR

NOTE:
NOT A FIELD-RUN SURVEY.

EASEMENT AREA
PROVIDES FOR 10'
CLEARANCE ON ALL
SIDES OF EQUIPMENT
AND UNDERGROUND
LINES.

GEORGIA POWER COMPANY

FILE REFERENCE: 22036.crd, 22036/ESMT.dwg

LEGEND

E.O.P.=EDGE OF PAVEMENT	REQUIRED GPC EASEMENT AREA
R/W= RIGHT OF WAY	PROPOSED GPC DISTRIBUTION LINE
R _L =PROPERTY LINE	EXISTING GPC DISTRIBUTION LINE
N/F=NOW OR FORMERLY	PROPOSED POWER POLE
L.L.L.=LAND LOT LINE	EXISTING POWER POLE
● P.O.B.=POINT OF BEGINNING	EXISTING POLE TO BE REMOVED
P.O.C.=POINT OF COMMENCEMENT	GUY / ANCHOR
DIM → OPERATING CLEARANCES	RETAINING WALL
	EQUIPMENT

EXHIBIT 'B' NON-SURVEY PARCEL MAP

**GPC GRID SOUTH COLUMBUS VICTORY DRIVE TRANSMISSION OH/UG
(MUSCOGEE COUNTY) DISTRIBUTION LINE**
LIMS # 2022010161
CROSSING THE PROPERTY OF
COLUMBUS CONSOLIDATED GOVERNMENT, GEORGIA
LAND LOT 14, 7TH DISTRICT, COLUMBUS, MUSCOGEE COUNTY, GEORGIA

DATE: 11-23-22

SCALE: 1"=40'

DRAWN BY: BTE

SHEET 1 OF 1

(For Official Use by Clerk's Office Only)

Record and Return to:
 Deborah Campbell
 Georgia Power Company
 241 Ralph McGill Boulevard, NE
 BIN 10151
 Atlanta, Georgia 30308-3374
 STATE OF GEORGIA)
)
 COUNTY OF MUSCOGEE)

AFFIDAVIT OF TITLE

LIMS: TAX 20222010161
 ID: N/A
 PROPERTY: 0 VICTORY DR., COLUMBUS, GA 31903

OWNER: COLUMBUS CONSOLIDATED
 GOVERNMENT, GEORGIA

DEED: Quit Claim Deed from COLUMBUS, GEORGIA
 dated February 11", 2016, and recorded in Deed Book
 11739, Page 86 in the Office of the Clerk of Superior
 Court of Muscogee County, Georgia

Before a notary public duly authorized to administer oaths, personally appeared ISIAIAH
 HUGLEY, who being first duly sworn on oath, deposes and says:

1. I, ISIAIAH HUGLEY, am the CITY MANAGER of COLUMBUS GEORGIA.
2. I confirm Columbus, Georgia, owns the property at 0 Victory Drive,
 Columbus, GA 31903.

3. No other person has any claims, through written or unwritten agreements, on the
aforementioned property.
4. There are no other tenants living on the premises.
5. There are not outstanding debts, claims, leases, mortgages, security interests,
contracts, taxes, assessments or conveyances that would result in a claim of lien on
the property.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

DATED, this day of 2023.

Signed, sealed and delivered in the presence of

Witness

ISAIAH HUGLEY, CITY MANAGER of
COLUMBUS, GEORGIA

Notary Public

Address:
0 Victory Drive,
Columbus, GA 31903

CFN: 20160003001 B: 11739 P: 86 DEED
02/11/2016 04:09:03 PM Pages: 5
M. Linda Pierce Clerk of Superior, State & Juvenile Courts
Muscogee County, GA

GA TRANS TAX: \$ TRANSFER TAX ID: 1062016000734

Item #1.

FILED IN OFFICE

2016 FEB 11 P 3:39

M. LINDA PIERCE
MUSCOGEE COUNTY
SUPERIOR COURT

After Recordation Return To: The Bail Law Firm, P.C., P.O. Box 1126, Columbus, GA 31902

QUIT CLAIM DEED

THE STATE OF GEORGIA, MUSCOGEE COUNTY:

Know all men by these Presents, That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to the Undersigned in hand paid by **COLUMBUS, GEORGIA, a consolidated city-county government**, the receipt whereof is hereby acknowledged, the Undersigned does remise, release, quit claim and convey to the said **COLUMBUS, GEORGIA**, all of the Undersigned's right, title, interest, and claim, in and to the following described land, to-wit:

SEE EXHIBITS "A" and "B",
ATTACHED HERETO AND MADE A PART HEREOF.

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, Keebler Company and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record owner) to enter upon the property and conduct investigations and surveys.

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner

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02/11/2016 04:09:03 PM Page 2 of 5

and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

Grantor has executed this Deed by and through its duly authorized Officers, who have set their hands and affixed Grantor's seal on this the 3rd day of February, 2016. 50

KEEBLER COMPANY

a Delaware corporation, qualified to do
business in the State of Georgia,
formerly SUNSHINE BISCUITS, INC.

By: [Signature]
Its: Senior Vice President KNA Supply Chain

Attest: [Signature]
Its: Sr. Attorney

(CORPORATE SEAL)

Signed, seal and delivered this
3rd day of February 2016
in the presence of:

Witness

[Signature]
Notary Public, County of Calhoun
State of Michigan
My Commission Expires: 01/21/2021

Lisa L. Avery, Notary Public
County of Calhoun, State of Michigan
My Commission Expires: January 21, 2021
Acting in the County of Calhoun

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02/11/2016 04:09:03 PM Page 3 of 5

Exhibit "A"

Property Description

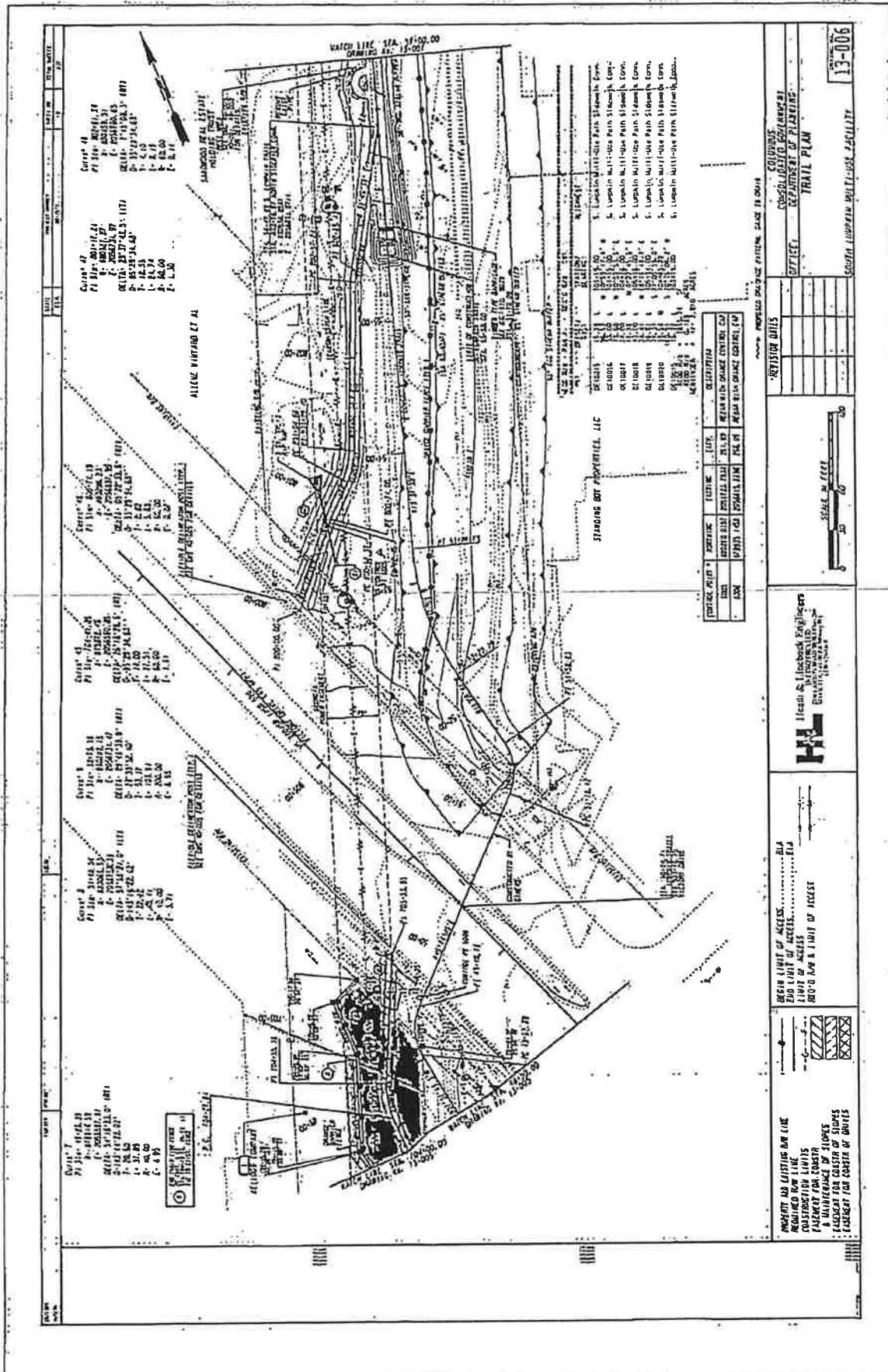
PROJECT: South Lumpkin Multi-Use Facility
PROJECT NAME: South Lumpkin Multi-Use Facility
PARCEL NO: 1 – Required Right-of-Way
DATE OF R/W PLANS: 11-12-2014
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 14 of the 7 Land District and/or --- Georgia Militia District of Muscogee County, Georgia, being more particularly described as follows:

Beginning at a point 15.282 feet left of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 703+19.00 thence N 10°59'42.4" W a distance of 96.524 feet to a point 33.000 feet left of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 704+15.00 thence N 20°52'53.5" E a distance of 73.596 feet to a point 24.000 feet left of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 704+76.00 thence N 0°22'45.5" E a distance of 44.283 feet to a point 43.000 feet left of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 705+16.00 thence N 68°16'48.7" E a distance of 24.406 feet to a point 26.514 feet left of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 705+34.00 thence S 21°05'56.0" E a distance of 71.366 feet to a point 25.583 feet right of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 704+85.22 thence S 20°36'06.2" W a distance of 160.512 feet to a point 15.282 feet left of Construction Centerline South Lumpkin Multi-Use Path Sidewalk Connector at Station 703+19.00 and the POINT OF BEGINNING.

The above described parcel contains ± 0.18 acres (7855.735 sq. ft.)

- Page 337 -



File Attachments for Item:

2. Event Coordinators, Inc. Agreement

Approval is requested to enter into a five-year Agreement with Event Coordinators, Inc. Contract dates March 29, 2024, through April 9, 2028. The current contract expires April 16, 2023. Event Coordinators, INC provides the annual Spring Fling Carnival which generates around \$60,000 annually.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #2.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Event Coordinators, Inc. Agreement
AGENDA SUMMARY:	Approval is requested to enter into a five-year Agreement with Event Coordinators, Inc. Contract dates March 29, 2024, through April 9, 2028. The current contract expires April 16, 2023. Event Coordinators, INC provides the annual Spring Fling Carnival which generates around \$60,000 annually.
INITIATED BY:	Columbus Civic Center

Recommendation: Approval is requested to enter into a five-year Agreement with Event Coordinators, Inc. Contract dates March 29, 2024 through April 9, 2028. The current contract expires April 16, 2023.

Background: Event Coordinators, Inc. has been providing the annual Spring Fling Carnival since 2011.

Analysis: Event Coordinators, Inc. will continue to provide a clean, free admission and family friendly Spring Fling Carnival for Columbus and surrounding areas. This will provide additional revenue for the Columbus Civic Center.

Financial Considerations: The Spring Fling generates around \$60,000 annually and is one of our major community events.

Legal Considerations: Any lease agreement involving this City requires Council approval.

Recommended /Actions: Approval is requested for the City Manager to enter into an Agreement with Event Coordinators, Inc.

NO.

Item #2.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR AGREEMENT BETWEEN THE COLUMBUS CIVIC CENTER AND EVENT COORDINATORS, INC.

WHEREAS, Event Coordinators, Inc. has agreed to provide the Spring Fling Carnival at the Columbus Civic Center; and,

WHEREAS, Event Coordinators, Inc. and the Columbus Civic Center shall uphold the recommended contract.

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

That the City Manager is hereby authorized to execute a five-year Agreement (March 29, 2024 – April 9, 2028) between the Columbus Civic Center and Event Coordinators, Inc.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, Mayor

File Attachments for Item:

3. Lease Agreement – Fox Community Center: 3720 5th Avenue, Columbus, Georgia 31904 –U-Grow Inc.

Approval is requested to enter into a lease agreement with U-Grow Inc. to lease space at the Fox Community Center located at 3720 5th Avenue, Columbus, Georgia 31904. The Columbus Consolidated Government will lease at the rate of \$1.00 per annum, being a sum of \$3.00 prior to the commencement of the initial lease and subsequent renewals.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #3.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Lease Agreement – Fox Community Center: 3720 5th Avenue, Columbus, Georgia 31904 –U-Grow Inc.
AGENDA SUMMARY:	Approval is requested to enter into a lease agreement with U-Grow Inc. to lease space at the Fox Community Center located at 3720 5th Avenue, Columbus, Georgia 31904. The Columbus Consolidated Government will lease at the rate of \$1.00 per annum, being a sum of \$3.00 prior to the commencement of the initial lease and subsequent renewals.
INITIATED BY:	Community Reinvestment

Recommendation: Approval is requested to authorize the City Manager to execute a lease for 3720 5th Avenue, Columbus, Georgia 31904 with U-Grow Inc. Columbus Consolidated Government will lease at the rate of \$1.00 per annum, being a sum of \$3.00 prior to the commencement of the initial lease and subsequent renewals.

Background: The City of Columbus was approached by a nonprofit, U-Grow Inc., about the potential of leasing space in a city owned property (Fox Community Center) 3720 5th Avenue, Columbus, Georgia 31904. The property's current use is a Community Center. U-Grow Inc. is preparing to launch a Shared Kitchen Project. The shared kitchen space at the Fox Community Center is part of U-Grow Inc.'s overall business model to create economic growth through providing a state certified space for cottage food industries, developing, and growing their food-based businesses. The project also has an education component through a 6-week Cooking Matters SNAP-ED curriculum for children, teenagers, adults, and families, that teaches how to cook on a budget and in a healthy manner. The Shared Kitchen Space is expected to strengthen small food businesses and access to local food.

Analysis: U-Grow Inc. will pay rent and is responsible for general maintenance of the space and utilities.

Financial Considerations: The City will lease at the rate of \$1.00 per annum, being a sum of \$3.00 prior to the commencement of the initial lease and subsequent renewals.

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

Recommendation/Action: Approval is requested to authorize the City Manager to execute a lease for space at the Fox Community Center located at 3720 5th Avenue, Columbus, Georgia 31904 with U-Grow Inc.

NO.

Item #3.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH THE U-GROW INC. TO LEASE SPACE AT THE FOX COMMUNITY CENTER LOCATED AT 3720 5TH AVENUE, COLUMBUS, GEORGIA 31901 FOR A SHARED KITCHEN PROJECT

WHEREAS, the City owns the property located at 3720 5th Avenue and is using it for a community center; and

WHEREAS, the U-Grow Inc. is requesting a lease agreement for the leasing of space; and

WHEREAS, the space highlighted on the attachment, will be used to construct a shared kitchen space; and

WHEREAS, The City will lease at the rate of \$1.00 per annum, being a sum of \$3.00 per lease period to be paid prior to lease commencement.

WHEREAS, the terms of lease agreement for the space being utilized is January 1, 2023, through December 3, 2025.

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

That the City Manager is hereby authorized to enter into a lease agreement and any subsequent renewals with U-Grow Inc. to lease space at the Fox Community Center located at 3720 5th Avenue, Columbus, Georgia 31904.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____ 2022 and adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

STATE OF GEORGIA
COUNTY OF MUSCOGEE

LEASE

THIS LEASE is made and entered into this ____ day of _____, _____, by and between Columbus Consolidated Government, ("Lessor"), and U-Grow Inc., ("Lessee").

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

(a) "Additional Rent" shall mean all those payments required of Lessee and designated as Additional Rent below.

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

(c) "Commencement Date" shall mean the date on which the term of this Lease commences.

(d) "Laws" shall mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules and directives and all decisions of courts, administrative bodies, and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.

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

(f) "Lessor" shall mean the Columbus Consolidated Government.

(g) "Premises" shall mean:

(i) the area denominated as "U-Grow Inc.", and highlighted in green, red, and yellow, more particularly shown on Exhibit "A", attached hereto and located at 3720 5th Ave, Columbus, Georgia 31904, together with access of ingress, regress and egress thereto and therefrom and parking thereon, but which access and parking rights may only be exercised in common with Lessor or Lessor's other lessees leasing the real property and improvements more particularly described on Exhibit B hereinafter "Property", a portion of which Property and improvements located thereupon is being leased by Lessee hereunder.

(ii) In addition, Lessee shall have the right, in common with Lessor and Lessor's other tenants and their respective guests, agents, invitees, and licensees, whomsoever, thereof, to use the common areas of such building and adjacent property owned by Lessor for access of ingress, egress and regress and for parking, which common usage by Lessee shall be reasonable and not to the exclusion of Lessor or of any other tenants of Lessor or their respective guests, customers, invitees, or licensees, whomsoever. Lessee's usage of the Premises, Property and common areas hereunder shall, at all times, be in full compliance with any and all reasonable rules and regulations as Lessor may establish in regard to the usage of the Premises, Property and common areas, and under which reasonable rules and regulations, Lessee shall take the Premises, Property and common area subject to, being bound to observe same in all respects and in the same manner as any other Lessee of Lessor. Lessor reserves unto itself, and unto its successors and assigns, all rights to the common areas of such Property on which the Premises are located, as well as the building located thereupon not being leased to Lessee hereunder, with the exception of the limited rights of access of ingress, egress and regress and for parking by Lessee, granted to Lessee in common with Lessor and Lessor's other tenants, herein stipulated.

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

(i) "Lessee" shall mean the Lessee named in this Lease, together with Lessee's successors and permitted assigns.

(j) "Lessor" shall mean the Lessor named in this Lease, together with Lessor's successors and assigns.

2. Lease of Premises.

(a) In consideration of the covenants and agreements to be performed by Lessee and for the rent and upon the terms and conditions stated, Lessor lets and leases the Premises to Lessee. Lessee takes and accepts from Lessor the Premises in "AS IS, WHERE IS, WITH ALL FAULTS" condition, and as suited for the use intended by Lessee.

(b) The spaces allotted to Lessee for the conduct of its business shall consist of, the area outlined in green, yellow, and red, more particularly shown on Exhibit A attached hereto and made a part hereof.

(c) In addition, Lessee, and its customers, patrons and clientele, shall have the right, in common with Lessor and Lessor's other tenants, and their respective employees, agents, independent contractors, guests, customers, patrons, and clientele, as well as the

general public, to use any and all common areas in the Property necessary for Lessee to conduct its business, inclusive of access to and from same, to include, but not be limited to, those areas shown on Exhibit "A" denominated as "Shared" and colored in orange. Such shared use of bathrooms shall be on a reasonable basis so as to accommodate Lessor and all of Lessor's other tenants and their respective employees, agents, independent contractors, guests, customers, patrons, and clientele. Should it be necessary, Lessor shall impose such rules and regulations as to the usage of such common areas and facilities so as to fairly and reasonably accommodate Lessee and Lessor, and all of Lessor's other tenants and their respective employees, agents, independent contractors, guests, customers, patrons, and clientele.

(d) Lessee shall be, solely, responsible for any and all of its personal property, of whatsoever kind and nature, used in the conduct of its business for which this Lease is entered into, irrespective of whether it is located in said Premises, or otherwise located in, on or about the Property. Lessor assumes no liability, whatsoever, for such latter personal property, in any form or manner, whatsoever, and the placement and storage of same in, on or about the Premises and Property shall be at Lessee's sole cost, risk and responsibility, whatsoever.

(e) Lessee and its customers, patrons, clientele, employees, agents, independent contractors, and guests, whomsoever, shall have the right to park in or about the Property, subject, in any event, however, to any rules and regulations in regard thereto, which Lessor may promulgate, which rules and regulations, Lessee and its customers, patrons, clientele, employees, agents, independent contractors, and guests shall honor, in all respects.

(f) Lessee shall not allow the Premises to become vacant, or to be used for any purpose, other than that specified in this Lease, nor permit such Property and Premises to be used, in whole, or in part, illegally, or in a hazardous manner, or by any other firm, person, corporation, or other entity, whomsoever, nor shall Lessee, or its customers, clientele, patrons, employees, agents, independent contractors, and guests interfere, in any manner, whatsoever, with any customers, clientele, patrons, employees, agents, independent contractors, and guests of Lessor's other tenants, inclusive of the general public, through, over or along any part of the Property, or of any common areas which form a part of the Property, nor their parking or ingress, egress or regress on, to or from the Property.

(g) Lessee, on behalf of itself, and on behalf of its patrons, customers, clientele, employees, agents, independent contractors, or guests, whomsoever, shall keep, maintain and return, in a neat, orderly, good, clean, broom swept, first-class, non-hazardous, and operable condition, the Premises, provided, however, that Lessor, at its sole cost and expense, shall keep the common areas of the Property, in a clean and orderly fashion, but with the Lessee being principally responsible hereunder for maintaining the Premises free of clutter and in a neat, orderly, good, clean, broom swept, first-class, non-hazardous, and operable condition, all as required herein. In addition, and despite Lessor's responsibility for the

common areas and Property, other than the Premises, Lessee and its customers, patrons, clientele, employees, agents, independent contractors, or guests shall not contribute to any disorder, uncleanness or litter in, on or about the Premises, Property, or the common areas thereof, with Lessee being fully responsible, as Additional Rent, for any and all clean up occurring from same.

(h) Lessee shall be responsible for any and all of its furniture, fixtures, equipment, property, and materials, of whatsoever kind and nature, emplaced by Lessee in the Premises, as well as any personal property of the Lessor which Lessee, or its employees, agents or independent contractors damage or remove from the Premises, fully saving, indemnifying and holding Lessor harmless from any and all costs with respect to the replacement or repair of such personal property.

(i) Lessee shall do all things needful and necessary, and as required, to be in full compliance with all ordinances, laws, and statutes, whatsoever, in the use of the Premises.

(k) Lessee, on behalf of itself, and on behalf of its customers, patrons, clientele, employees, agents, independent contractors, and guests, whomsoever, shall, at all times, maintain order in the Premises, Property and common areas, and shall not make or permit any loud, disturbing or improper yelling, conversation, music, noise, or other disturbing activities, whatsoever, to annoy Lessor, or Lessor's other tenants, and their respective employees, agents, independent contractors, guests, customers, patrons, and clientele, whomsoever.

(l) The Property and the Premises are and shall remain a smoke-free environment, and neither Lessee, nor any of Lessee's other tenants, nor their respective employees, agents, independent contractors, guests, customers, guests, patrons, or clientele, whomsoever, may smoke in, about, or in close proximity to, the Premises, Property or common areas, in any form or manner, whatsoever.

3. Term.

(a) The initial term of this Lease shall commence on _____, _____ and shall terminate at midnight on the day before the third (3rd) anniversary date thereof on _____, _____.

(b) (1) Provided, further, that in the event Lessee is in full compliance with all of the terms, conditions, and provisions contained herein, and current in all payments to Lessor due hereunder, then Lessor grants to Lessee the absolute right, privilege and option to extend the term of this Lease for two (2) additional successive and consecutive periods of three (3) years each, commensurate with the Lease Year stipulated herein. Such renewal terms shall

commence on the 3rd and 6th anniversary date hereof and shall terminate at midnight before the next anniversary date hereunder, all under the same exact terms, conditions and provisions contained herein.

(2) Such options to renew the within Lease must be exercised by Lessee giving written notice thereof to Lessor no later than one hundred and twenty (120) days prior to the 3rd and 6th anniversary date hereof. Failing the giving of such notification in accordance herewith, then such options to renew for such additional periods shall lapse and be of no further consequence or affect, whatsoever.

(c) Provided further that Lessor may, upon one hundred and twenty (120) days' notice to Lessee, terminate this Lease, with or without cause, with no further liability on the part of either party hereto, except for such provisions herein which must be or have not been honored for the period prior to such termination or are still expressly in effect thereafter.

4. Rent.

(a) Lessee shall pay to Lessor, at Lessor's address for notice hereinafter set forth, or at such other place as Lessor may specify, in writing, from time to time hereafter, without any right of set-off or deduction, and without any prior notice or demand, the Basic Rent of One Dollar (\$ 1.00), per year plus cost of utilities per section 6. Utilities.

(b) In the event Lessee exercises the options to renew stipulated in Section 3(b) hereof, all in accordance therewith and as strictly provided therein, then for each such annual renewal period Lessee shall pay to Lessor at Lessor's address for notice hereinafter set forth or at such other place as Lessor may specify, in writing, from time to time hereafter, the Basic Rent stipulated in Section 4(a) hereof.

5. Use. Lessee shall use the Premises only for the purpose of providing shared kitchen and nutritional services, of any and all kinds, as well as any and all other related businesses and uses, whatsoever, but for no other purposes, whatsoever. In no event shall Lessee use the Premises for any illegal purpose, in violation of any Law, or in any manner which constitutes a public or private nuisance. Lessee shall not do, bring, or keep anything on or about the Premises that would increase the rates charged Lessor for, or cause cancellation of, Lessor's insurance covering the Premises. Lessor does not make, and has not made, any representation regarding the zoning of the Premises. Lessee has determined that the use(s) contemplated by Lessee conform to and comply with zoning and all other Laws and represents to Lessor that they do. Lessee shall use the Premises and keep them occupied at all times during the term of this Lease, and Lessee shall not abandon, vacate or cease to use the Premises during the term of this Lease, or any renewals hereof.

6. Utilities. Lessee shall also pay to Lessor, as Additional Rent, the Premises' equitably prorated share of all electrical and water services and usage to the Property, the costs of which shall be equitably prorated. The equitable prorated share shall be calculated by the City paying a portion equal to the 3 year average usage of water (\$68.34) and electrical (\$1,355.33) services prior to billing the Lessee for the remaining amount. Lessee shall pay such prorated share of its electrical and water usage within ten (10) days of the presentment of a bill from Lessor to Lessee in this regard. Except for such electrical and water services and usage to the Premises, Lessee shall make all arrangements, and shall pay when due all charges, for all other utilities and services furnished to the Premises or used by Lessee, fully saving, indemnifying and holding Lessor harmless therefrom. This Lease shall only include such electrical and water services, if, for any reason, there should be any suspension or interruption of any of the utilities provided by Lessor hereunder or otherwise, then Lessor shall not be under any liability, whatsoever, to Lessee for such suspension or interruption, and, if provided by Lessor to Lessee hereunder, Lessor shall have a reasonable time within which to correct such suspension or interruption in services.

7. Repairs by Lessor. Lessor shall keep or cause to be kept the main heating/air conditioning, plumbing, and electrical systems, foundation, roof and structural portions of the walls of the Premises in good order, repair and condition, but not any day-to-day maintenance thereof nor damages thereto caused by the acts or omissions of Lessee, its agents, employees or invitees, or by any failure of Lessee to comply fully with Lessee's obligations under Section 8 of this Lease. Lessor shall not have any other obligation for maintenance, replacement, or repair of the Premises. Lessor shall not have any obligation to inspect the Premises. Lessee's failure to report promptly any condition requiring repair hereunder by Lessor shall make Lessee responsible for the required maintenance, replacement or repair, notwithstanding any provision to the contrary herein, and shall make Lessee liable to Lessor for any liability incurred by Lessor as a result of the condition not being promptly reported by Lessee to Lessor.

8. Repairs by Lessee. Except for the obligations to be performed by Lessor, all as provided for in Section 7 hereof, Lessee shall perform any and all day-to-day maintenance and repair of the Premises, and shall make all replacements to the Premises, of whatsoever kind and nature, to include, but not be limited to, any maintenance, repairs or replacements occasioned by the acts or omissions of Lessee, its agents, employees or invitees, or by any failure of Lessee to comply fully with Lessee's obligations under Sections 7 and 8 of this Lease. Lessee shall, at Lessee's sole cost and expense, whatsoever, put, keep, replace, maintain, and repair the Premises as required by this Section 8, so that at all times the Premises shall be in a good, clean, safe, sightly, and substantial condition, at least as good as the condition the Premises were in on the Commencement Date, fully saving, indemnifying and holding Lessor and Lessor, jointly and severally, harmless from any and all costs and expenses, of whatsoever kind and nature, arising therefrom or in regard thereto. At the termination of the initial term of this Lease, or of any renewals hereof, Lessee shall leave the Premises in a condition at least

as good as the condition the Premises were in on the Commencement Date, excepting, only, ordinary wear and tear.

9. Alterations. Lessee shall not, without the Lessor's and Lessor's prior written consent, make any alterations, additions or improvements in or to the Premises, nor paint or affix any sign or other object to the interior and/or exterior of the Premises and Property. Any requests by Lessee for such prior written consent must be accompanied by a detailed written outline from Lessee to Lessor and Lessor of all plans and specifications for any such alterations, additions, improvements, painting, and/or signage to be made with respect to the Premises and Property. All alterations, remodeling and improvements, as well as painting and signage, shall be made in good, first class and excellent workmanlike manner and in full compliance with all applicable laws, at Lessee's sole cost and expense, and with Lessee fully saving, indemnifying and holding Lessor harmless from any and all costs and expenses, of whatsoever kind and nature, arising therefrom or in regard thereto, which alterations, remodeling, improvements, and signage, of whatsoever kind and nature, shall become Lessor's property and part of the Premises when made. In no event shall Lessee re-key or change any exterior or interior door locks in or about the Premises without Lessor's prior written consent.

10. Legal Requirements. Lessee shall, at Lessee's sole cost and expense, comply promptly with all laws affecting the Premises, if compliance is made necessary in whole or in part by reason of Lessee's use or occupancy of the Premises or by reason of Lessee's failure to comply fully with Lessee's obligations under Sections 7 and 8 of this Lease.

11. Hazardous Materials.

(a) Lessee will not bring any Hazardous Materials on to the premises. As used herein, the term "Hazardous Materials" will mean and include any and all hazardous substances, any hazardous wastes or any pollutants or contaminants defined as such in or regulated by: (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §901 et seq., (ii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., (iii) the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., as amended; (iv) the Clean Air Act, 42 U.S.C. §7401 et seq., (v) the Toxic Substances Control Act, 15 U.S.C. §1521 et seq., or (vi) any amendments or statutory successors to the foregoing statutes and any now or hereafter existing federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as presently or hereafter in effect during the term of this Lease.

(b) To the extent that Lessee violates paragraph (a) above, it shall fully indemnify, defend (by counsel reasonably acceptable to Lessor), protect, and hold Lessor, jointly and severally, harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including any and all clean-up and remediation costs and

expenses, of whatsoever kind and nature) or expenses (including attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence after the Commencement Date in, on, under, or about the Premises of any Hazardous Materials caused by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors; (b) any discharge or release by Lessee or its agents, servants, employees, guests, invitees and/or independent contractors after the Commencement Date in or from the Premises of any Hazardous Materials; (c) Lessee's use, storage, transportation, generation, disposal, release or discharge after the Commencement Date of Hazardous Materials, to, in, on, under, about or from the Premises; or (d) Lessee's failure after the Commencement Date to comply with any Environmental Law.

(c) The provisions of this section will survive the expiration or termination of this Lease.

12. Liens. Lessee shall not create or permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises. If any lien, encumbrance or charge is filed against any part of the Premises, Lessee shall cause the same to be discharged by payment, satisfaction or posting of bond within ten (10) days after the date filed. If Lessee fails to cause any lien, encumbrance or charge to be discharged within the permitted time, Lessor may cause it to be discharged and may make any payment which Lessor, in their sole judgment and discretion, consider necessary in order to do so. If Lessor makes any such payment, all amounts paid by Lessor shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor and shall be immediately payable by Lessee to Lessor upon demand.

13. Damage and Destruction. If the Premises is damaged or destroyed by fire, smoke, tornado, ice, wind, lightning, flood, water, explosion, riot, or other casualty, Lessee shall notify Lessor immediately and the following provisions shall determine the effect of the damage or destruction on this Lease.

(a) If the Premises is completely destroyed, the term of this Lease shall expire on the date of destruction, with the same effect as if the date of destruction were stated as the time for termination of the Lease term or any renewal thereof, and Lessor and Lessee shall account for Basic Rent, Additional Rent and other amounts payable by Lessee as of that date.

(b) If any part, but less than all, of the Premises is damaged or destroyed, Lessor shall, within sixty (60) days after such damage or destruction, at Lessor's sole election, either agree to restore or rebuild the Premises or terminate this Lease by giving Lessee written termination of notice. If Lessor agrees to restore or rebuild, Lessor shall restore or rebuild the damaged or destroyed part to a condition at least as good as the condition which existed

immediately prior to the damage or destruction. Lessor shall complete the restoration or rebuilding within one hundred eighty (180) days after the date of said damage or destruction, and the Basic Rent shall be abated in the same proportion as usable space in the Premises has been rendered unusable by reason of such damage or destruction. The abatement of Basic Rent shall be effective from the date of the damage or destruction until completion of the restoration or rebuilding by Lessor, at which time the Basic Rent shall automatically be reinstated at the amount specified in this Lease. If Lessor terminates the Lease, then the term of this Lease shall expire on the date ten (10) days after the date of a written notice of termination to Lessee, with the same effect as if such date were stated as a time for termination of the Lease term or any renewal thereof, and Lessor and Lessee shall account for Basic Rent, Additional Rent, and other amounts payable by Lessee as of that date, with the payments from and after the date of the damage or destruction to be abated as provided above.

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

14. Condemnation.

(a) If the entire Property is condemned, the term of this Lease shall terminate on the date when possession of the Property is taken by the condemning authority. If any part of the Property is condemned so that Lessee cannot use the remainder of the Premises for substantially the same purpose(s) as immediately prior to condemnation, Lessee may terminate this Lease on the date when possession is taken by the condemning authority, by giving Lessor notice of intent to terminate within sixty (60) days after Lessor gives Lessee notice of the condemnation. In the event of any other condemnation, this Lease shall not terminate.

Any termination under this section shall have the same effect as termination of the term of this Lease or any renewal thereof, as if the date on which possession of the Premises is taken by the condemning authority were stated as the time for termination of the Lease term or any renewal thereof, and Lessor and Lessee shall account for Basic Rent, Additional Rent and other amounts payable by Lessee as of that date.

(b) If any part of the Premises is condemned and this Lease is not terminated as specifically provided in this section, the Basic Rent shall be abated in the same proportion as usable space in the Premises has been rendered unusable by reason of such condemnation. The abatement of Basic Rent shall be effective from the date when the condemning authority takes possession of the part of the Premises condemned through the remainder of the term or any renewals of this Lease. No termination of this Lease and no abatement in Basic Rent shall affect Lessor's right to compensation for any condemnation. Lessor shall be entitled to the full

award or proceeds payable with respect to the Premises by reason of any condemnation, and Lessor, and Lessee shall have no claim to any award or proceeds payable to the other. For purposes of this section, words and phrases referring to condemning or condemnation shall refer to statutory condemnation, exercise of the private or public power of eminent domain, proceedings in the nature of condemnation, and any sale or transfer made in lieu of or under threat of condemnation or exercise of the private or public power of eminent domain and shall include any such condemnation for permanent or for temporary use of or interference with any part or all of the Premises.

15. Indemnity. During the term of this Lease and to the full extent permitted by law, Lessee shall pay, and shall fully protect, indemnify, hold, and save harmless Lessor, jointly and severally, from and against, all liabilities, damages, costs, expenses (including all attorney's fees and expenses of Lessor), causes of action, suits, claims, demands and judgments of any nature whatever arising from: (a) injury to or the death of persons or damage to property (i) on the Premises or Property, or (ii) in any manner arising out of or connected with Lessee's use, non-use, or occupancy of the Premises or Property, or (iii) resulting from the condition of the Premises occasioned by Lessor; (b) violation of any agreement, representation, warranty, provision, term or condition of this Lease by Lessee; and (c) violation of any law affecting the Premise, Property, or the occupancy or use thereof; except for action arising from Lessor's respective proven acts of willful misconduct.

16. Insurance.

(a) Lessee shall procure, and maintain in full force and effect at its expense at all times during the term of this Lease, with insurers approved by Lessor: (1) comprehensive general liability insurance applicable to the Premises with limits of liability of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for injury to persons including death resulting therefrom, and \$500,000.00 per occurrence for damage to the property of others with not more than \$1,000.00 deductible; (2) insurance with respect to Lessee's property on the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief, sprinkler leakage, and explosion, and (3) such other insurance on the Premises and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this section shall: (1) name Lessor as an additional insured, (2) provide that the policy cannot be cancelled as to Lessor and except after the insurer gives Lessor and Lessor thirty (30) days **written** notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Lessor thirty (30) days written notice of nonrenewal; (4) provide that

no material change in coverage provided by the policy shall be effective except after the insurer gives Lessor thirty (30) days written notice of the change; (5) shall state that notice of any claim against Lessor shall be deemed to have occurred only when Lessor has received actual notice, and has actual knowledge of the claim, and (6) not be subject to invalidation as to Lessor by reason of any act or omission of Lessee.

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

(d) Each such insurance policy shall contain a provision permitting Lessee to waive all rights of recovery by way of subrogation, for Lessee and Lessee's insurer, substantially in the following form: "This insurance policy shall not be invalidated, and shall remain in full force and effect, if the insured waives in writing prior to a loss any or all right of recovery against any party for a loss occurring to the property covered by this policy. Lessee waives, during the term of this Lease, any and all rights of recovery and claims against Lessor, Lessor's respective officers, employees and agents, to the full extent that indemnification is due under the insurance coverage required by this section."

17. Assignment. Subletting by Lessee. Lessee shall not transfer or assign (whether by instrument, operation of law, withdrawal or change in partnership, merger, consolidation, dissolution or reorganization of any type) this Lease, or any interest of Lessee under this Lease, without the prior written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises, nor permit any party other than Lessee to use or occupy any part of the Premises, without the prior written consent of Lessor. Lessor may, in their sole judgment and absolute discretion, withhold or refuse to give their consent to any proposed transfer, assignment or subletting and to any proposed use or replacements or performing any maintenance required (or permitted to be made or performed by) Lessor and performing any work on the Premises that Lessor may consider necessary to prevent or cure deterioration, waste or unsafe conditions. Lessor shall also have the right to place on the Premises signs suitable to Lessor advertising the Premises or any part of the Premises for sale or for Lease. Nothing in this section shall imply or impose any duty or obligation upon Lessor to enter the Premises at any time for any purpose, or to inspect the Premises at any time, or to do, or pay for, any work which Lessee is required to perform under any provision of this Lease, Lessor shall have any such duty or obligation. Such right of entry hereunder may be immediate,

however, and without prior notice in the event of an emergency affecting the Premises, as Lessor and/or Lessor deem necessary, in their sole judgment and absolute discretion.

18. Lessor's Right to Act for Lessee. If Lessee fails to pay any Additional Rent or to make any other payment or take any other action when and as required under this Lease, Lessor may, without demand upon Lessee and without waiving or releasing Lessee from any obligation contained in this Lease, pay any such Additional Rent, make any such other payment or take any such other action required of Lessee. All amounts paid by Lessor pursuant to this section, and all costs and expenses incurred by Lessor in exercising its rights under this section, shall bear interest at the rate of eighteen percent (18%) per annum from the date of payment by Lessor and shall be payable by Lessee to Lessor upon demand.

19. Default.

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

(b) Upon the occurrence of any event of default, Lessor may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which Lessor may have: (i) Lessor may terminate this Lease by giving Lessee notice of termination, in which event Lessee shall immediately surrender the Premises to Lessor and this Lease shall be terminated at the time designated by Lessor in its notice of termination to Lessee, and, in such event, Lessor may enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupancy by any party other than Lessee. Lessor's consent to one assignment, transfer or lease, or to any use or occupancy by a party other than Lessee, shall not destroy or waive this provision, and each later assignment, transfer and lease, and each later use or occupancy of the Premises by a party other than Lessee, shall likewise be made only with the prior written consent of Lessor. Any subtenants, transferees or assignees shall automatically, upon acceptance of such sub tenancy, transfer or assignment, become and thereafter be directly liable to Lessor for all

obligations of Lessee under this Lease, without, however, relieving, in any way, whatsoever, Lessee of any liability to Lessor under this Lease.

18. Usufruct. This Lease creates only the relationship of landlord and tenant between Lessor and Lessee, and no estate in land shall pass out of Lessor. Lessee shall have only a usufruct, not subject to levy and sale and not assignable in whole or in part by Lessee except as specifically provided in this Lease.

19. Removal of Personal Property. Unless otherwise agreed to by Lessor and Lessee, at or prior to the termination of the term of this Lease or any renewal thereof, Lessee may, if no event of default then exists, remove all personal property which Lessee has installed or otherwise located on the Premises and which is not attached to the Premises, provided that Lessee promptly restores the Premises to their condition immediately preceding the time the property was installed or otherwise located on the Premises. In the event that Lessee does not remove said property, it shall become the property of Lessor, and Lessee shall pay all costs incurred by Lessor in the removal of the same.

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

21. Surrender. Upon termination of this Lease, Lessee shall surrender to Lessor the Premises, broom swept clean and, in a condition, at least as good as the condition the Premises were in on the Commencement Date, excepting only ordinary wear and tear. Lessee shall also deliver to Lessor, immediately, all keys to the Premises.

22. Tenancy at Sufferance. If Lessee remains in possession of the Premises after termination of the term of this Lease or any renewal thereof, without any written agreement by Lessor, then Lessee shall be and become a tenant at sufferance at twice the Basic Rent then in effect, plus any Additional Rent due hereunder, and there shall be no renewal or extension of this Lease by operation of law.

23. Right of Entry. Lessee shall permit Lessor and Lessor's respective representatives, agents and employees to enter the Premises at all times during Lessee's business hours, and at other reasonable times, for the purposes of inspecting the Premises, showing the Premises to prospective purchasers or tenants, making any repairs or occupying the Premises, by force if necessary, without being liable for prosecution or any claim of damages, Lessee hereby knowingly, intelligently and voluntarily waiving all rights to prior notice or hearing or both in the event Lessor seeks a dispossessory warrant against Lessee under the applicable laws of Georgia; (ii) with or without terminating this Lease, Lessor may take possession of the Premises and Lessor may re-lease the Premises, on such terms as Lessor

may deem satisfactory, and receive the rent for any such re-leasing, in which event Lessee shall pay to Lessor, on demand, any deficiency that may arise by reason of such releasing; (iii) Lessor may do whatever Lessee is obligated to do under the terms of this Lease, in which event Lessee shall pay Lessor on demand for any expenses, including without limitation attorneys fees, which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease; or (iv) Lessor may terminate this Lease and declare immediately due and payable all Basic Rent which is then due and which would otherwise have become due throughout the remaining term of this Lease (as if this Lease were not terminated, even if this Lease is terminated), together with all Additional Rent and all other amounts payable by Lessee, due and to become due under this Lease, in which event all such amounts, discounted to the present value thereof at a rate of seven (7%) percent, shall be immediately due and payable by Lessee.

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

26. Landlord's Lien. Lessee hereby grants to Lessor a lien and security interest in any and all property, furniture, furnishings, equipment, fixtures and personal property of Lessee located in the Premises during the term of this Lease as security for the full and prompt payment of all sums due to Lessor by Lessee hereunder. The lien and security interest hereby created shall be in addition to any landlord's lien created by law. In order to confirm the security interest granted hereby, Lessee agrees to execute such security agreements, financing statements and other documents and instructions as may be necessary in order for Lessor to perfect its security interest granted hereunder. Upon Lessee's default of any obligation hereunder, then, in addition to the remedies granted to Lessor in Section 25 above, Lessee

agrees that Lessor may exercise any and all such rights as Lessor may have at the time of such default as a secured party under the Uniform Commercial Code of the State of Georgia. Upon written request by Lessee, Lessor will subordinate its lien granted in this Section 26 to any purchase money security interest of any vendor or supplier of Lessee.

27. Late Charge. Notwithstanding anything to the contrary contained herein, should Lessee fail to pay any installment of Basic Rent or Additional Rent punctually on the due date thereof, Lessee shall pay to Lessor as additional rent, a late charge equal to five (5%) percent of such installment.

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

29. Notices. Any and all notices required or permitted under this Lease shall be in writing, and may be given by the party providing same or by their attorney on their behalf, and shall be: (i) personally delivered; (ii) delivered by a reputable messenger service (such as Federal Express, Emery, United Parcel Service, etc.); (iii) transmitted via FAX or electronically, with confirmation of transmission, or (iv) mailed by certified or registered mail, return receipt requested, postage prepaid, to the respective parties at the addresses set forth below, unless and until a different address has been designated by written notice to the other party in the manner set forth herein. Any such notice shall be deemed to be given on the date (i) personally delivered; (ii) delivered to the recipient by messenger service; (iii) received via FAX or electronically during normal business hours, and if not, then receipt shall be deemed to have been made at the opening of business on the next business day, or (iv) on the next day following the date mailed, if mailed.

TO LESSOR:

Isaiah Hugley, City Manager
Columbus, Georgia
Columbus, Georgia 31902
P.O. Box 1340

TO LESSEE:

_____, UGrow Inc., Executive Director
3707 2nd Avenue, Suite 114
Columbus, GA 31904

Any party hereto may change the address for Notice specified above by notice given as provided herein to the other parties hereto.

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

30. Entire Agreement. Amendment and Waiver.

(a) This Lease, the preamble hereof, and all exhibits attached to and made a part hereof, (all of which shall be deemed incorporated in this Lease and made a part hereof) contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Lease constitutes the entire agreement between the Parties pertaining to this Lease and supersedes all prior and contemporaneous agreements, representations and understanding of the Parties with regard thereto. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, concerning this Lease, except as expressly stated herein; made a part hereof, or superseded by virtue of the provisions herein contained. This Lease shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations.

(b) No supplement, modification or amendment of this Lease shall be binding unless in executed by all the Parties hereto.

(c) No waiver of any of the provisions of this Lease shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

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

33. Counterparts. This Lease may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document, and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or email shall be accepted as originals in the absence of a

valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

34. Integration and Construction. The language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Lease.

35. Number and Gender. All words, as applicable, used herein shall include the plural as well as the singular. Words used in the masculine gender shall also include the feminine and neuter words used in connection with the interpretation of this Lease, in any way, whatsoever.

36. Additional Assurances. The provisions of this Lease shall be self-executing and shall not require further agreement by the parties, except, only, as may be herein specifically provided to the contrary.

37. WAIVER OF JURY TRIAL. IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL ON ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS

LEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES, AND FOR THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURIES AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY OTHER JURISDICTION OR VENUE WHETHER BY STATUTE OR OTHER LAW.

INITIALS

INITIALS

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

EXECUTION AUTHORIZED

"Lessor"
COLUMBUS, GEORGIA,
a consolidated city-county government

BY: _____

IT'S: _____
(SEAL OF CITY)

"Lessee"
U-Grow Inc.

BY: _____

IT'S: _____
(SEAL)

Exhibit A

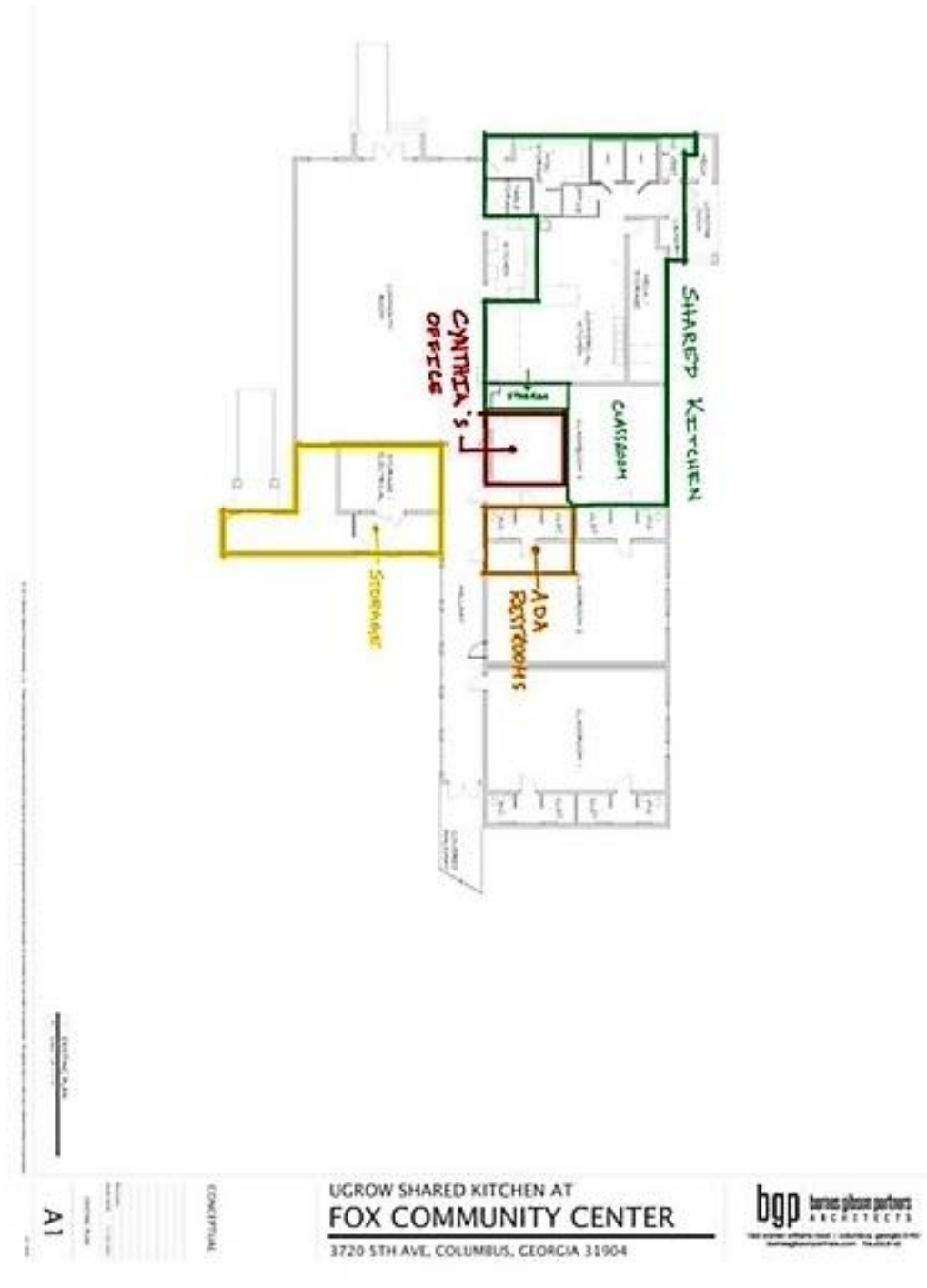
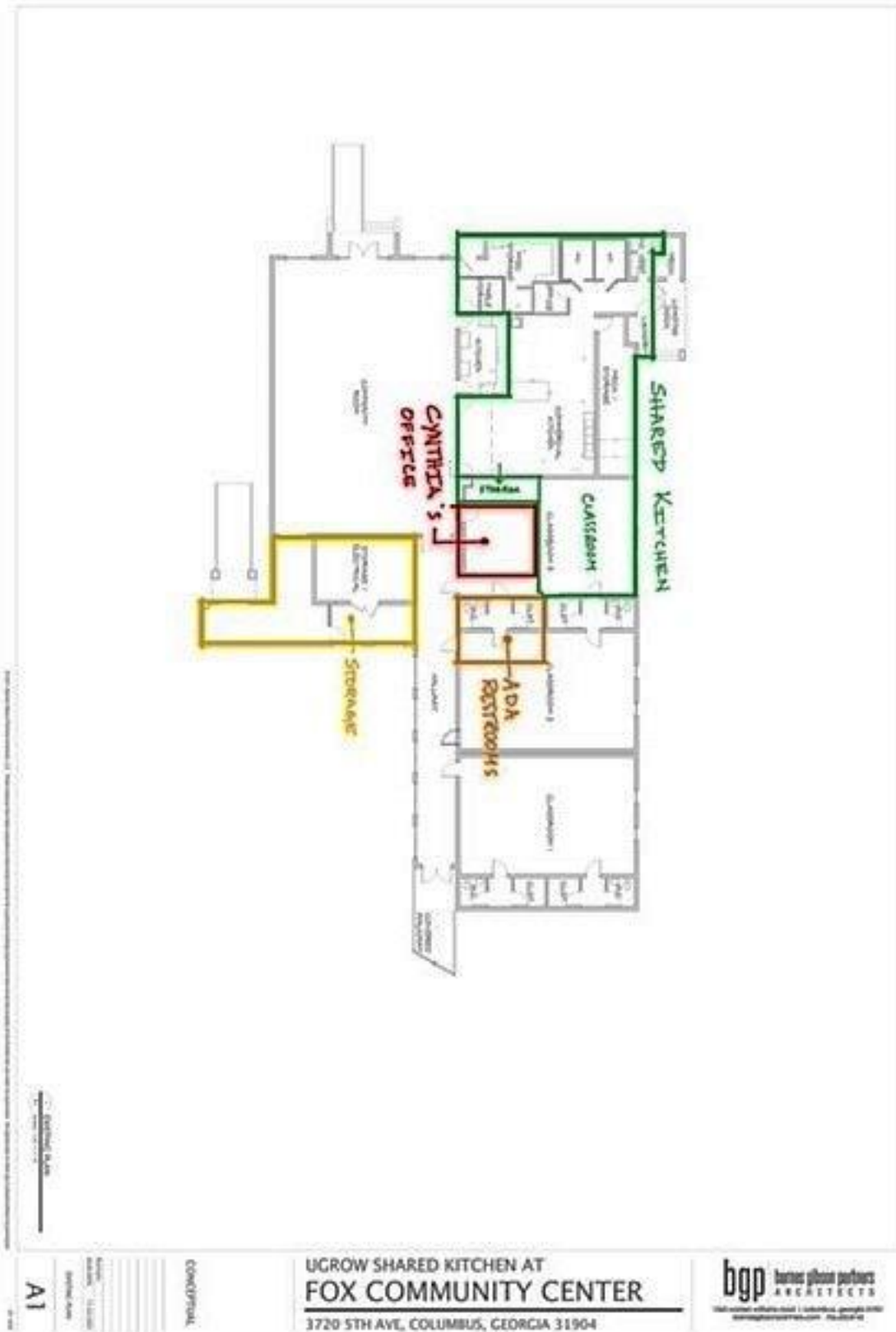


EXHIBIT "B"

ALL THAT TRACT or parcel of land lying and being in Land Lot 56 of the 8th District, City of Columbus, Muscogee County, Georgia, and being more particularly described as follows:

All that tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia and being Lots 1 through 14, Block 26 of the North Highland Land Improvement and Manufacturing Co. Survey and part of Lots 1 and 2, Block 1, Greenwood Land Company Survey, containing 4.121 acres and as designated as such on a survey entitled "Replat of Part of Block 1, Greenwood Land Company Survey, Part of Block 26 North Highland Land Improvement and Manufacturing Co. Survey, Part of Former 6th Avenue Right of Way and Adjacent Lands, Lying in Land Lots 72, 8th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason & Vinson, Inc. under date of October 6, 1999 and recorded in Plat Book . Folio 4 in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, and being more particularly described within the following metes and bounds, to wit: Commence at the iron stake which marks the intersection of the south margin of 38th Street and the east margin of 5th Avenue and from said point running thence north 86 degrees 34 minutes 31 seconds east along said south margin of 38th Street, a distance of 255.12 feet to an iron stake; running thence north 02 degrees 33 minutes 01 second west, a distance of 8.07 feet to an iron stake; running thence north 87 degrees 28 minutes 24 seconds east along said south margin of 38th Street, a distance of 50.0 feet to an iron stake; running thence south 02 degrees 32 minutes 51 seconds east, a distance of 73.37 feet to an iron stake; running thence south 88 degrees 00 minutes 19 seconds west, a distance of 50.0 feet to an iron stake; running thence south 02 degrees 30 minutes 15 seconds east, a distance of 637.83 feet to an iron stake; running thence south 86 degrees 33 minutes 28 seconds west, a distance of 245.38 feet to an iron stake located on the east margin of 5th Avenue; running thence north 03 degrees 18 minutes 11 seconds west along said east margin of 5th Avenue, a distance of 702.64 feet to the iron stake which marks the point of beginning of the property hereby conveyed.





Action Summary Sheet

Suspense Date: 1/19/2023
Responsible Department: Community Reinvestment
Responsible Officials: Robert Scott, Natalie Bouyett
Date Completed: 1/19/2023

Subject: Lease Agreement - Fox Community Center, 3720 5th Ave - UGrow Inc.

Summary: The City of Columbus was approached about the potential of leasing space in a city owned property (Fox Community Center) 3720 5th Avenue, Columbus, Georgia 31904. The property's current use is a Community Center. U-Grow Inc. is preparing to launch a Shared Kitchen Project. The shared kitchen space at the Fox Community Center is part of U-Grow Inc.'s overall business model to create economic growth through providing a state certified space for cottage food industries, developing, and growing their food-based businesses. The project also has an education component through a 6-week Cooking Matters SNAP-ED curriculum for children, teenagers, adults, and families, that teaches how to cook on a budget and in a healthy manner. The Shared Kitchen Space is expected to strengthen small food businesses and access to local food.

Action Required: Approval is requested to authorize the City Manager to execute a lease for space at the Fox Community Center located at 3720 5th Avenue, Columbus, Georgia 31904 with U-Grow Inc.

Department Profiles: City Manager's Office, Community Reinvestment Department, City Attorney's Office, Parks & Recreation

☐ Alcohol Permitt

☒ For Council

☐ General (department to department)

City Manager's Office

Name	Status	Initials	Date	Comments
Valeseia Goodwin	Completed	PJH	1/19/2023	If UGROW is a non-profit
Pamela Hodge				
Teasha Johnson				
Syfrenia Frazier				
Crystal Ackles				
Zoe' Hightower				

Community Reinvestment Department

Name	Status	Initials	Date	Comments
Robert Scott	Completed	RS	1/19/2023	
Kimberly Mitchell				

City Attorney's Office

Name	Status	Initials	Date	Comments
Clifton Fay	Form	CCF	1/19/2023	
Lucy Sheftall	Approved			

Parks & Recreation

Name	Status	Initials	Date	Comments
Becky Summerlin	Completed	Hb	1/19/2023	
Holli Browder				

File Attachments for Item:

4. \$10,000 Donation from Flint Energies Foundation Grant for Muscogee County Sheriff's Office

Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for tools and equipment.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	\$10,000 Donation from Flint Energies Foundation Grant for Muscogee County Sheriff's Office
AGENDA SUMMARY:	Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for tools and equipment.
INITIATED BY:	City Manager's Office

Recommendation: Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for the Muscogee County Sheriff's Office for tools and equipment.

Background: Flint Energies desires the donate \$10,000 to the Muscogee County Sheriff's Office for tools and equipment.

Analysis: Muscogee County Sheriff's Office can utilize the funds for tools and equipment.

Financial Considerations: There are no financial obligations for the City.

Legal Considerations: The City Attorney will approve as to form.

Recommendation/Action: Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for the Muscogee County Sheriff's Office for tools and equipment.

A RESOLUTION

NO.

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE \$10,000
DONATION FROM FLINT ENERGIES FOUNDATION GRANT FOR THE MUSCOGEE
COUNTY SHERIFF'S OFFICE FOR TOOLS AND EQUIPMENT.**

Item #4.

WHEREAS, Flint Energies desires to make a donation to the Muscogee County Sheriff's Office for tools and equipment; and

WHEREAS, the donation will allow the Muscogee County Sheriff's Office to acquire needed tools and equipment.

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

The City Manager or his designee is hereby authorized to accept the \$10,000 donation from Flint Energies Foundation Grant for the Muscogee County Sheriff's Office for tools and equipment.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____ 2022 and adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:**5. Apply for Additional Funds from METRA's FY23 FTA Sec. 5339 Formula Grant**

Approval is requested for the City Manager to apply and accept a \$331,352 amendment to the FY23 FTA Sec. 5339 Formula Grant and amend the Transportation Fund for the awarded amount. The funds will be used to replace 2 paratransit buses for METRA Transit System's Dial-A-Ride service and to procure additional bus support amenities.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Apply for Additional Funds from METRA's FY23 FTA Sec. 5339 Formula Grant
AGENDA SUMMARY:	Approval is requested for the City Manager to apply and accept a \$331,352 amendment to the FY23 FTA Sec. 5339 Formula Grant and amend the Transportation Fund for the awarded amount. The funds will be used to replace 2 paratransit buses for METRA Transit System's Dial-A-Ride service and to procure additional bus support amenities.
INITIATED BY:	Department of Transportation / METRA Transit System

Recommendation: Approval is requested for the City Manager to apply and accept a \$331,352 amendment to the FY23 FTA Sec. 5339 Formula Grant and amend the Transportation Fund for the awarded amount. The funds will be used to replace 2 paratransit buses for METRA Transit System's Dial-A-Ride service and to procure additional bus support amenities.

Background: METRA applies for FTA's Section 5339 – Buses and Bus Facilities formula grant program annually. This grant requires a 20% local match which is paid for from the Transportation Fund. This request is within the scope of the original Sec. 5339 grant amount allocated by FTA in FY23.

Analysis: If approved, METRA would receive the remaining FY23 Sec. 5339 funds allocated by FTA to procure 2 replacement paratransit buses for METRA Transit System's Dial-A-Ride service and to procure additional bus support amenities. All buses being replaced have exceeded their useful life.

Financial Considerations: There is a 20% local match required. The required match will be paid out of the Transportation Fund. Funding is received on a reimbursable basis.

Legal Considerations: The City Attorney will review all agreements prior to obtaining the City Manager's signature.

Recommendation/Action: Approval is requested for the City Manager to apply and accept a \$331,352 amendment to the FY23 FTA Sec. 5339 Formula Grant and amend the Transportation Fund for the awarded amount. The funds will be used to replace 2 paratransit buses for METRA Transit System's Dial-A-Ride service and to procure additional bus support amenities.

A RESOLUTION

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE CITY MANAGER TO APPLY AND ACCEPT A \$331,352 AMENDMENT TO THE FY23 FTA SEC. 5339 FORMULA GRANT AND AMEND THE TRANSPORTATION FUND FOR THE AWARDED AMOUNT. THE FUNDS WILL BE USED TO REPLACE 2 PARATRANSIT BUSES FOR METRA TRANSIT SYSTEM'S DIAL-A-RIDE SERVICE AND TO PROCURE ADDITIONAL BUS SUPPORT AMENITIES.

WHEREAS, METRA applies for FTA's Section 5339 – Buses and Bus Facilities formula grant program annually with a 20% local match required; and,

WHEREAS, this request is for the City to receive the remaining FTA Sec. 5339 funding allocated by FTA in FY23; and,

WHEREAS, if approved METRA will use these funds to procure 2 replacement paratransit buses and bus support amenities; and,

WHEREAS, the amount requested requires a 20% match of \$82,838 from the City to be paid from the Transportation Fund.

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

The City Manager is authorized to apply and, if awarded, accept a \$331,352 amendment to the FY23 FTA Sec. 5339 Formula Grant and amend the Transportation Fund for the awarded amount.

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

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

File Attachments for Item:**6. Georgia Trauma commission – Georgia Trauma Care Network**

Approval is requested to apply for and accept a grant in the amount of \$7659.60, or as otherwise awarded, from the Georgia Trauma Commission – Georgia Trauma Care Network Commission, with no local match required and amend the Multi-Government Fund by the award amount. The grant funds will be used to purchase equipment that will be used to better equip Columbus Fire and EMS in the treatment of trauma patients.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Georgia Trauma commission – Georgia Trauma Care Network
AGENDA SUMMARY:	Approval is requested to apply for and accept a grant in the amount of \$7659.60, or as otherwise awarded, from the Georgia Trauma Commission – Georgia Trauma Care Network Commission, with no local match required and amend the Multi-Government Fund by the award amount. The grant funds will be used to purchase equipment that will be used to better equip Columbus Fire and EMS in the treatment of trauma patients.
INITIATED BY:	Columbus Fire and EMS

Recommendation: Approval is requested to apply for and accept a grant in the amount of \$7659.60, or as otherwise awarded, from the Georgia Trauma Commission – Georgia Trauma Care Network Commission, with no local match required and amend the Multi-Government Fund by the award amount.

Background: Funds have been allocated to the Georgia Trauma Commission for the purchase of trauma equipment. In 2007, the Georgia Legislature through senate Bill 60 established the Georgia Trauma Care Network Commission. In 2012, the Georgia Legislature through SB 489 amended SB 60 and thus O.C.G.A 31-11-100 to require annual reporting of the Commission's activities to both House and Senate Committees on Health and Human services. Trauma continues to be the leading cause of death between the ages of 1 -44. Overall, injury is the 4th leading cause of death in the United States, but life – years lost are greater from injury than from 3 other leading causes of death combined, which are heart disease, cancer, and stroke. The grant funds will be used to purchase equipment that will be used to better equip Columbus Fire and EMS in the treatment of trauma patients.

Analysis: The Department of Fire and Emergency Medical Services will purchase equipment with funds being reimbursed by the state.

Financial Considerations: The grant is for equipment that will enhance the treatment of the trauma patient amounting to \$7659.60, with no matching funds required.

Legal Considerations: The Consolidated Government of Columbus is eligible to receive the funds.

Recommendation/Action: Approval is requested to apply for and accept a grant of \$7659.60 from the Georgia Trauma Commission – Georgia Trauma Care Network Commission and amend the Multi-Governmental Fund by the amount of the award.

**A RESOLUTION
NO. _____**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT OF \$7659.60, OR AS OTHERWISE AWARDED, FROM THE GEORGIA TRAUMA COMMISSION - GEORGIA TRAUMA CARE NETWORK COMMISSION GRANT, WITH NO LOCAL MATCH REQUIREMENT AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT AWARDED. FUNDS WILL BE UTILIZED FOR THE PURCHASE OF TRAUMA EQUIPMENT TO AID THE CITIZENS OF COLUMBUS AND SURROUNDING COUNTIES.

WHEREAS, trauma is the leading cause of death between the ages of 1 – 44. Overall, injury is the 4th leading cause of death in the United States, but life years lost are greater from injury than three other causes of death: heart disease, cancer, and stroke; and,

WHEREAS, the Columbus Fire and Emergency Medical Services has been approved by the Georgia Trauma Commission – Georgia Trauma Care Network Commission to receive \$7659.60 of grant monies; and,

WHEREAS, the purchase of trauma equipment will enhance the delivery of trauma service by Columbus Fire and Emergency Medical Services; and,

WHEREAS, the funds have been allocated through the 2023 Georgia Trauma Commission - Georgia Trauma Care Network Commission Grant; and,

WHEREAS, the equipment will be utilized to respond to trauma emergencies in Columbus and the surrounding counties; and,

WHEREAS, this grant proposal requires purchase of equipment with state reimbursement of funds with no matching funds required.

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

- 1) That the City Manager is hereby authorized to apply for and accept a Georgia Trauma Commission – Georgia Trauma Care Network Commission Grant of \$7659.60, or as otherwise awarded.
- 2) Amend the Multi-Governmental Fund by \$7659.60 or as otherwise awarded.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

7. Atlanta Humane Society – Capital Improvement Grant

Approval is requested to submit and accept an animal welfare grant from \$10, 000 - \$30,000 from the Atlanta Humane Society. This grant will pay for capital improvements to the facility. If granted an outside Animal Washing Station and Meet and Greet Area will be created.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Atlanta Humane Society – Capital Improvement Grant
AGENDA SUMMARY:	Approval is requested to submit and accept an animal welfare grant from \$10, 000 - \$30,000 from the Atlanta Humane Society. This grant will pay for capital improvements to the facility. If granted an outside Animal Washing Station and Meet and Greet Area will be created.
INITIATED BY:	Public Works Department/Animal Control

Recommendation: Approval is requested to submit and accept an animal welfare grant for \$10, 000 - \$30,000 or as otherwise awarded, from Atlanta Humane Society and amend the Multi-governmental Fund by the amount of the award. This grant will pay for capital improvements at the Animal Care & Control Center located at 4910 Milgen Rd. There is no local match required for this grant.

Background: This is an Atlanta Humane Society Capital Improvement grant presented to all Animal Control Agencies & Non-Profit Organizations in Georgia responsible for animal control sheltering per local ordinance. The Atlanta Humane Society seeks to provide funding to support these agencies and their life saving efforts.

Analysis: The Animal Care and Control Center has been diligently working to implement components of the Save-A-Pet Program that will assist in attracting more adopters by providing a more attractive, clean and happy animal. Accepting this grant will allow the Animal Care and Control Center to continue these efforts by having an area dedicated to grooming animals and allowing for potential adopters to have a designated place to meet and greet with these animals.

Financial Considerations: The City of Columbus is not required to provide matching funds to participate in this grant; however, the shelter staff will be required to oversee this program.

Legal Considerations: The City Attorney will review and approve as to form the grant request and any other required documentation.

Recommendations/Actions: Approval is requested to submit and accept an animal welfare grant for \$10, 000 - \$30,000 or as otherwise awarded, from the Atlanta Humane Society and amend the Multi-governmental Fund by the amount of the award. This grant will pay for the capital improvements. There is no local match required for this grant.

A RESOLUTION

No. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION AND ACCEPT, IF AWARDED, A GRANT FROM THE ATLANTA HUMANE SOCIETY IN THE AMOUNT OF APPROXIMATELY \$10,000 - \$30,000, OR AS OTHERWISE AWARDED, FOR COLUMBUS ANIMAL CARE AND CONTROL CENTER, WITH NO LOCAL MATCH REQUIRED, AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT OF THE AWARD.

WHEREAS, the Atlanta Humane Society makes grants available to public and private animal shelter organizations to achieve the mutual objective of assisting these agencies with their process of saving animal lives; and,

WHEREAS, this grant will award approximately \$10, 000 to \$30,000 to Columbus Animal Care & Control Center, which will assist them in attracting more adopters by providing a more attractive, clean and happy animal; and,

WHEREAS, accepting this grant will allow the Animal Care and Control Center to continue these efforts by having an area dedicated to grooming animals and allowing for potential adopters to have a designated place to meet and greet with these animals; and,

WHEREAS, a cash match is not required.

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

1. The City Manager or his designee is authorized to apply for and accept, if awarded, a grant from the Atlanta Humane Society for the Animal Care and Control Center Save-A-Pet program with no local match requirement; and,
2. The Multi-Governmental Fund is amended by the grant amount.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

Columbus Consolidated Government
GRANT APPLICATION APPROVAL & CHECKLIST

Item #7.

All grants from all departments must be approved by City Council via resolution before the application can be submitted. This form must be approved by Finance before resolution can be placed on Council agenda. Please complete items 1 through 9 and keep a copy of this form for use in subsequent progress tracking.

Your Name: Contreana Pearson **Ext:** 4687 **Dept/Division:** Public Works/Animal Control

Official Name of Grant: Funding for Animal Shelter Capital Improvement

Grantor (issuer) Atlanta Humane Society **Application Deadline:** January 13, 2022

Grant purpose Capital Improvement Projects

1. The dates of this grant are from February 2022 to February 2024.

2. Total amount of award anticipated (including any local match): \$10,000 - \$30,000

3. ☒ There is no local match requirement for this grant.
☐ The dollar amount of the required match is \$_____, which represents _____% of the grant, of which:

\$_____ represents the amount of cash match, and/or
\$_____ represents the amount of in-kind match.

NOTE: If there is a match, it MUST be indicated in the Agenda Report and Resolution.

4. The grant manager/finance manager/or other designated contact person for this grant is:

Contreana Pearson, Interim Division Manager

The above person will be responsible for preparing the grant application, being aware of all requirements and conditions of the grant, preparing the grant reimbursement requests, preparing any other reports required by the grant, and submitting copies of all required documentation to the Grant Compliance Accountant, unless otherwise indicated below:

5. ☒ The person(s) responsible for purchases and financial reporting for this grant is(are) aware of and will abide by all applicable Columbus Consolidated Government policies and procedures, including but not limited to the Grants Management Policy and Employment Process Policy. *(Please Initial)*

6. ☒ The budget for this grant (including revenue source, local match (if required), and expenditures per the grant) will be submitted ASAP to the Grant Compliance Accountant. *(Please Initial)*

7. Copies of the following will be submitted to the Grant Compliance Accountant:

☒ Grant Application
☒ Grant Award Notification
☒ Grant Contract
☒ Approved Resolution
☒ All required financial reports

☐ All drawdown requests
☐ Budget amendment requests
☐ Grant correspondence
☐ Grant Closeout

NOTE: The Agenda Report and Resolution must both include wording to state that, if the grant is accepted and approved, the applicable Grant Fund will be modified by the amount of revenues and expenditures of the grant.

8. Will any personnel be paid out of this grant? Yes ☐ No ☒

If Yes, you MUST complete the personnel information section on Page Three.

9. X **Copies of the grant solicitation/announcement and application are attached to this request. If application is online, please attach printable versions or screen shots.**

Submitted: *Gregory Pearson* Date: 12/30/2022
Grant Administrator

Approved: _____ Date: _____
Agency/Supervising Official

Reviewed: _____ Date: _____
Grant Compliance Accountant

Approved: _____ Date: _____
Finance Director

Subsequent tracking:

Date: _____

_____ Resolution/Agenda Report created for Council Agenda and submitted to Grant Compliance Accountant for review.

_____ Action Summary Sheet completed with Resolution/Agenda Report attached

_____ Date of Council Session for which Resolution/Agenda Report is submitted

_____ Approved by Council

_____ Application completed and submitted

_____ Application ☐ awarded ☐ not awarded

_____ If awarded, grant budget request completed and submitted to Financial Planning

_____ Copies of Council resolution, grant solicitation, grant application, grant award notification, and unsigned grant contract submitted to Grant Compliance Accountant for obtaining signatures as needed.

_____ Grant contract signed by signing authority and returned for submission.

_____ Communication with Grant Compliance Accountant regarding financial report submission, drawdown procedures and notification of other grant requirements and reporting.

THIS SECTION MUST BE COMPLETED IF ANY PERSONNEL WILL BE PAID WITH THIS GRANT.

N / A

Position Title	New Slot	Existing Slot	Pay Grade	Rate of Pay	Hourly or Biweekly (Yes or No)	Hrs worked per week	% Level of effort

Note: Any new slots created for this grant will end upon the completion of this grant, unless otherwise authorized by the City Manager.

atlanta humane society

Capital Improvement Grant Application 2022-2023

This grant is for capital improvements that would help raise Live Release Rate for canines in the state of Georgia. AHS will be administering at least 10 grants of between \$10,000 and \$30,000 each towards this goal. Grant applications will be accepted until January 13, 2023. Please complete the survey in order to be considered.

Capital improvements are defined as permanent structural alteration or repair to a property that improves it substantially. These include, but are not limited to, flooring, fencing, insulation, HVAC, roof/wall/kennel repair, etc.

This grant does not fund operating/staffing expenses, program support, pet food & supplies, vehicles, or veterinary assistance and equipment.

At this time, improvements for only cats cannot be a part of this grant but we are actively trying to find grantors for felines. Please email statewide@atlantahumane.org if you would like to be put on the notification list for felines, should that grant become available.

Thank you for all you do to support the rescue animals in Georgia!

Company name *

Street address 2 *

City *

State/Region *

Postal code *

Counties Served (GA only) *

EIN

Primary Contact - First name *

Primary Contact - Last name *

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Primary Contact - Email *

Primary Contact - Phone number *

Secondary Contact - First Name *

Secondary Contact - Last name *

Secondary Contact - Email *

Secondary Contact - Phone number *

Number of employees *

Number of Volunteers *

Shelter Software Used *

- ☐ Petpoint
- ☐ Animal Shelter Manager
- ☐ Shelter Buddy
- ☐ ShelterLuv
- ☐ Chameleon
- ☐ Other Software
- ☐ Paper/Notebooks
- ☐ None

On a scale of 1 to 5 with 1 being Not At All Confident and 5 being Extremely Confident, how confident are you in the quality and accuracy of your data collection? *

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5

Organization Category *

- ☐ Privately Run
- ☐ Municipality
- ☐ Not Sure

Intake Category *

- ☐ Open Admission
- ☐ Limited Admission
- ☐ Not Sure

Is your organization a non-profit (501c3)?

- ☐ Yes
- ☐ No
- ☐ Not Sure

If you're a municipality, do you have a Friends Of 501c3 group?

- ☐ Yes
☐ No
☐ Not Sure

Does your organization have contracts for animal care in the following areas? *

Item #7.

- ☐ City/Cities
☐ County
☐ Both City & County
☐ None

Canine Capacity *

Feline Capacity *

Stray Hold (Days) *

Enter zero if your area doesn't have a stray hold policy

Does your stray hold exclude the following? *

- ☐ Weekends
☐ Holidays
☐ Both weekends & holidays
☐ None

For the following questions:

Intakes = stray, owner surrender, seizures, transfers in, etc

Outcomes = adoption, transfer out, return to owner, euthanasia, died in care, etc

2021 Canine Intakes *

2021 Canine Outcomes *

2021 Canine Euthanasias *

2019 Canine Intakes

2019 Canine Outcomes

2019 Canine Euthanasias

What kind of housing does your rescue employ for animals in care? *

- ☐ Shelter
☐ Foster Homes
☐ Boarding Kennels
☐ Veterinarian's Office
☐ Other

If you're a municipality, do you have a Friends Of 501c3 group?

- ☐ Yes
☐ No
☐ Not Sure

Canine Capacity *

Stray Hold (Days) *

Enter zero if your area doesn't have a stray hold policy

Does your organization have contracts for animal control in the following areas? *

Item #7.

- ☐ City/Cities
☐ County
☐ Both City & County
☐ None

Feline Capacity *

Does your stray hold exclude the following? *

- ☐ Weekends
☐ Holidays
☐ Both weekends & holidays
☐ None

For the following questions:

Intakes = stray, owner surrender, seizures, transfers in, etc

Outcomes = adoption, transfer out, return to owner, euthanasia, died in care, etc

2021 Canine Intakes *

2021 Canine Outcomes *

2021 Canine Euthanasias *

2019 Canine Intakes

2019 Canine Outcomes

2019 Canine Euthanasias

What kind of housing does your rescue employ for animals in care? *

- ☐ Shelter
☐ Foster Homes
☐ Boarding Kennels
☐ Veterinarian's Office
☐ Other

What do you feel are your areas most in need of assistance? Please select up to 5. *

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- ☐ Dog Housing
- ☐ Cat Housing
- ☐ Overall facility
- ☐ Volunteer Program
- ☐ Foster Program
- ☐ Progressive Programs
- ☐ Enrichment/Behavior
- ☐ Transport
- ☐ Vaccine/Chip Clinics
- ☐ Marketing/Social Media
- ☐ Grants/Fundraising
- ☐ Shelter Medicine
- ☐ Community Outreach
- ☐ Legal Assistance
- ☐ Administrative Assistance (HR, Finance, etc)
- ☐ Spay/Neuter

On a scale of 1 to 5 with 1 being No Impact and 5 being Huge Impact, how much does infectious disease negatively impact the animals in your shelter? *

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5

What diseases do you consider to be an issue for your shelter? Select all that apply. *

- ☐ Feline URI
- ☐ Canine URI/Kennel Cough
- ☐ Ringworm
- ☐ Hookworms or Whipworms
- ☐ Roundworms or Tapeworms
- ☐ Coccidia
- ☐ Giardia
- ☐ Leptospirosis
- ☐ Parvovirus
- ☐ Panleukopenia
- ☐ Calicivirus
- ☐ Distemper
- ☐ None

What is your single largest roadblock to increasing Live Release Rate for canines in your shelter? *

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Please outline your **Top Three** projects you would like to address through this capital improvement grant. Please include estimated budget and reasoning for how it would positively impact Live Release Rate for dogs in your care.

#1 Grant Project *

#2 Grant Project *

#3 Grant Project *

Would your organization be able to fundraise to match in order to perform additional or larger scale improvements? *

- ☐ No
- ☐ Yes, 5-25%
- ☐ Yes, 26-50%
- ☐ Yes, 51-75%
- ☐ Yes, 76-100%
- ☐ Yes, more than 100%

Please upload the following current documents to be considered.

Rescues must upload a 501c3 letter and a 990.

Municipalities must upload a shelter license and a W9.

Rescues must upload a 501c3 letter and a 990.
Municipalities must upload a shelter license and a W9.

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W9 or 990 IRS tax form *

No file chosen

501c3 Letter

No file chosen

Current Shelter License

No file chosen

Program Affiliate Type

- ☐ TNR B2B
- ☐ Ambassador
- ☐ GOODS program
- ☐ Supply Share program
- ☐ Volunteer
- ☐ Pet Food Referral Agency program
- ☐ Capital grant
- ☐ Vehicle grant
- ☐ Shelter B2B

Contreana Pearson

From: Statewide <statewide@atlantahumane.org>
Sent: Thursday, December 29, 2022 4:12 PM
To: Contreana Pearson
Subject: [EXTERNAL] Funding for Animal Shelter

Importance: High

Time is running out, don't forget to apply!

AHS will be administering capital improvement grants between \$10,000 and \$30,000 to 10 recipients. For consideration, grant applications must be completed via the link below AND required attachments must be submitted by **Friday, January 13, 2023, at 5:00 PM**.

At this time, funding is limited to canine projects and organizations in the state of Georgia. All projects must be able to demonstrate within one year, with organizational-specific data, a direct impact on saving dogs' lives via capital improvement projects. Capital improvements that save dogs' lives can include, but are not limited to replacing dirt or other porous flooring with concrete to decrease disease transmission, adding kennels to increase lifesaving capacity, adding HVAC or insulation to create climate-controlled housing, rearranging and/or creating housing areas to minimize stress or decrease disease spread, etc.

Click Here for the Application

TIMELINE:

Application Review - Dec 14 - Jan 13

Select finalists & perform site visits - Jan 13 - 31

Select grant recipients - Feb 1 - 9

Award notification - Feb 10, 2023

Community Outreach Team of Atlanta Humane Society

atlanta humane society

404.974.2878 (Direct) 404.875.5331 (Main)

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Columbus Consolidated Government
GRANT APPLICATION APPROVAL & CHECKLIST

Item #7.

All grants from all departments must be approved by City Council via resolution before the application can be submitted. This form must be approved by Finance before resolution can be placed on Council agenda. Please complete items 1 through 9 and keep a copy of this form for use in subsequent progress tracking.

Your Name: Contreana Pearson **Ext:** 4687 **Dept/Division:** Public Works/Animal Control

Official Name of Grant: Funding for Animal Shelter Capital Improvement

Grantor (issuer) Atlanta Humane Society **Application Deadline:** January 13, 2022

Grant purpose Capital Improvement Projects

1. The dates of this grant are from February 2022 to February 2024.

2. Total amount of award anticipated (including any local match): \$10,000 - \$30,000

3. ☒ There is no local match requirement for this grant.
☐ The dollar amount of the required match is \$_____, which represents _____% of the grant, of which:

\$_____ represents the amount of cash match, and/or
\$_____ represents the amount of in-kind match.

NOTE: If there is a match, it MUST be indicated in the Agenda Report and Resolution.

4. The grant manager/finance manager/or other designated contact person for this grant is:

Contreana Pearson, Interim Division Manager

The above person will be responsible for preparing the grant application, being aware of all requirements and conditions of the grant, preparing the grant reimbursement requests, preparing any other reports required by the grant, and submitting copies of all required documentation to the Grant Compliance Accountant, unless otherwise indicated below:

5. ☒ The person(s) responsible for purchases and financial reporting for this grant is(are) aware of and will abide by all applicable Columbus Consolidated Government policies and procedures, including but not limited to the Grants Management Policy and Employment Process Policy. *(Please Initial)*

6. ☒ The budget for this grant (including revenue source, local match (if required), and expenditures per the grant) will be submitted ASAP to the Grant Compliance Accountant. *(Please Initial)*

7. Copies of the following will be submitted to the Grant Compliance Accountant:

☒ Grant Application
☒ Grant Award Notification
☒ Grant Contract
☒ Approved Resolution
☒ All required financial reports

☐ All drawdown requests
☐ Budget amendment requests
☐ Grant correspondence
☐ Grant Closeout

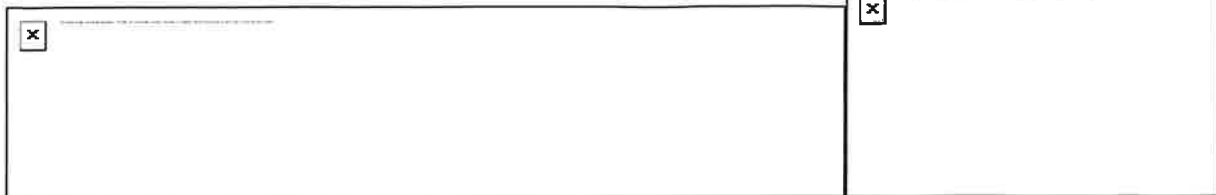
THIS SECTION MUST BE COMPLETED IF ANY PERSONNEL WILL BE PAID WITH THIS GRANT.

Position Title	New Slot	Existing Slot	Pay Grade	Rate of Pay	Hourly or Biweekly (Yes or No)	Hrs worked per week	% Level of effort

Note: Any new slots created for this grant will end upon the completion of this grant, unless otherwise authorized by the City Manager.

4910 Milgen Road • Columbus, GA 31907
Direct Tel: 706-225-4687 Office Tel: 706-653-4512
Email: cpearson@columbusga.org

Item #7.



File Attachments for Item:

8. FY23- FY24 – Solicitor General Crime Victim Assistance Grant

Request to accept a Federal VOCA (Victims of Crimes Act) Grant in the amount of \$201,950 or as otherwise awarded from the Georgia Criminal Justice Coordinating Council for the Solicitor General's Victim Assistance Program.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #8.

TO:	Mayor and Councilors
AGENDA SUBJECT:	FY23- FY24 – Solicitor General Crime Victim Assistance Grant
AGENDA SUMMARY:	Request to accept a Federal VOCA (Victims of Crimes Act) Grant in the amount of \$201,950 or as otherwise awarded from the Georgia Criminal Justice Coordinating Council for the Solicitor General’s Victim Assistance Program.
INITIATED BY:	Solicitor General’s Victim Witness Assistance Program

Recommendation: Approval is requested to accept a Federal VOCA (Victims of Crimes Act) Grant in the amount of \$201,950 or as otherwise awarded from the Georgia Criminal Justice Coordinating Council for the Solicitor General’s Victim Assistance Program. Amend the Multi Governmental Fund (0216) to reflect these revenues and expenses.

Background: The Solicitor General’s Victim Assistance program was organized in 1997 to manage misdemeanor crime victims’ needs and services, participate in law enforcement and community training and awareness, coordinate in-office investigation and prosecution, coordinate community intervention and prevention efforts, and maintain necessary documentation to maintain funding.

In 1998, the Solicitor General’s Victim Witness Assistance program obtained a Federal VOCA (Victims of Crimes Act) Grant. The VOCA Grant Program supports direct services to crime victims, I.e., persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of crime.

Since 1998 , the Solicitor General’s Victim Witness Program has provided direct services to crime victims by: interviewing and photographing victims, making referrals to area assistance agencies, accompanying victims to court, obtaining information to deliver to the court as victim impact statements for sentencing, assisting in filing victim compensation claims and obtaining restitution, tracking probation violations, helping victims obtain protective services and orders, making efforts to insulate victims from defendants’ actions, and explaining the prosecution process to victims and families. The Victim Assistance office aids to approximately 6,900 if not more, crime victims and over 15,883 services in State Court each year.

The VOCA Grant awarded to the Solicitor General’s Victim Witness Assistance Program is administered through the Criminal Justice Coordinating Council (CJCC) and the prosecuting Attorney’s Council of Georgia (PACGA). The grant amount is \$201,950.

This grant funds, in part, the Victim Assistance Judicial Technician II, the Victim Advocate positions and a portion of the Victim Service Director in the Solicitor General’s Victim Witness

Assistance Office. The remaining balance of the salary and benefits of the Judicial Technician II position and benefits of that position are funded from the five percent crime victim surcharge funds—which have been used in years past as the “matching” funds required by the grant.

Item #8.

Analysis: The Solicitor General’s Victims Witness Assistance program has again been awarded a Federal VOCA Grant in the amount of \$201,950 or as otherwise awarded for FY 23/24. City council is requested to accept the grant to continue to fund the positions and meet the requirements of the VOCA Grant. Council has approved the grant and the matching funding from the five percent crime victim surcharge fund for the years. This is a similar request.

Financial Consideration: This office will request disbursement of funds from the five percent crime victim surcharge fund once the need for those funds is determined, the local match requirement of the grant is currently being waived. Grant use requirements generally stipulate that the ‘match’ provided by the grant recipient must include personnel. The grant funds will pay \$201,950 or as otherwise awarded of the salary and benefits of the Victim Assistance Judicial Technician II, the Victim Advocate’s, the Investigator advocate and a portion of the Director of victim service position. The city is reimbursed from the VOCA grant for the \$201,950 in salary for the Victim Assistance Judicial Technician II, the Victim Advocate’s, the Investigator Advocate and portion of the Director of Victim Service position. Non-reimbursed salary is requested from the five percent crime victim assistance surcharge fund. The surcharge fund is specially tagged for funding of victim/witness assistance programs (O.C.G.A. 15-21-132(a)(1)). The Solicitor General’s Office, prosecuting in State Court, is a major source of this five percent crime victim surcharge fund pool. For years, Council has previously approved the grant and use of the five percent crime victim surcharge for this purpose.

Legal Considerations: Georgia law requires that the prosecutor, the Solicitor General, provide extensive services, information and notification to crime victims. (O.C.G.A 17-7-1 et. seq.) The Solicitor General is directly responsible for complying with the law. The Georgia legislature exacted the Victims’ Bill of Rights mandating that the Solicitor General comply with the law.

Additionally, the Georgia Legislature, acknowledging the additional burdens placed on prosecutors, designed laws enabling prosecutors to provide services directly to victims and the Legislature provided a fund from which the prosecutors to provide services directly to victims and the legislature provided a fund from which the prosecutor may draw to fund the costs incurred therefore. (O.C.G.A 15-21-130 et. Seq.) These funds are derived from a five percent penalty assessed on fines ordered in Muscogee County Courts (Crime Victim Surcharge Fund). The amount collected in this fund is substantial.

The governing Authority (City Council) authorizes grant award acceptance, approves the disbursement from the five percent crime victim surcharge fund, and enables the Solicitor General to administer the program in compliance with applicable laws.

Recommendations/Actions: (1) Approve acceptance of the \$201,950 “or as otherwise awarded” Federal VOCA Grant award; and, (2) amend the Multi Government Fund (0216) to reflect these revenues and expenses.

A RESOLUTION

Item #8.

NO.

A RESOLUTION AUTHORIZING THE SOLICITOR GENERAL TO ACCEPT A VOCA GRANT AWARD OF \$201,950 OR AS OTHERWISE AWARDED TO OPERATE THE SOLICITOR GENERAL'S VICTIM WITNESS ASSISTANCE PROGRAM FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023. AMEND THE MULTI GOVERNMENTAL FUND 0216 BY THE AMOUNT AWARDED.

WHEREAS the Solicitor-General designed a Victim Witness Assistance Program in 1997, which specially address the needs of misdemeanor crime victims; and,

WHEREAS the funds are requested to finance personnel and budget of the Solicitor-General's Victim Witness Assistance Program to provide services mandated by Georgia Law; and,

WHEREAS the Solicitor-General is requesting the acceptance of a \$201,950 or as otherwise awarded Federal Grant Award for salary and benefits; and,

WHEREAS, if accepted, Federal grant monies will reimburse the City for salary, and benefits for the excluding applicable Federal and State taxes.

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

That the City Manager is hereby authorized to accept a Grant funds for the Solicitor General's Victim/Witness Assistance program from VOCA, a federal grant and amend the Multi Governmental Fund (0216) to reflect the revenue and expenses.

Introduced at a regular Meeting of Council of Columbus, Georgia, held the 24th day of January, 2023, and adopted at said meeting by the affirmative vote of ____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:**9. 2022-23 Victims of Crime Act (VOCA) Base Grant**

Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$408,804 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia along with \$102,201 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget to provide funding for Crime Victim Assistance in the Chattahoochee Judicial Circuit from October 1, 2022 to September 30, 2023.

TO:	Mayor and Council
AGENDA SUBJECT:	2022-23 Victims of Crime Act (VOCA) Base Grant
AGENDA SUMMARY:	Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$408,804 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia along with \$102,201 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget to provide funding for Crime Victim Assistance in the Chattahoochee Judicial Circuit from October 1, 2022 to September 30, 2023.
INITIATED BY:	District Attorney/Victim-Witness Assistance Program

Recommendation: Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$408,804 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia along with \$102,201 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget to provide funding for Crime Victim Assistance in the Chattahoochee Judicial Circuit from October 1, 2022 to September 30, 2023. The grant no longer requires the use of volunteers; however, the entire 20% match could be provided with the use of volunteers. Volunteer hours are paid at \$15.00 per hour and, after proper submission, will reduce the amount of required cash match from the 5% Crime Victim Surcharge Fund. It is requested that the multi-governmental fund be amended by the amount awarded plus the local match.

Background: In July of 1989, the Office of the District Attorney began operating a Crime Victim Assistance Program. In October of 1992, the Victim-Witness Assistance Program was awarded the first Crime Victim Assistance Grant, thereby broadening the program for the provision of basic services. In July of 1995, additional funds were received from the 5% Crime Victim Surcharge Fund, thus allowing the program to expand services to the 6 counties within the Chattahoochee Judicial Circuit. Successful grant allocations since that time have sustained the program. The office currently employs a Director of Victim Services and 13 Victim Advocates.

Analysis: If approved for FY23, the Criminal Justice Coordinating Council of Georgia will allocate \$408,804 to Columbus Consolidated Government to support the Victim-Witness Assistance Program for the grant year October 1, 2022, through September 30, 2023. The Criminal Justice Coordinating Council of Georgia requires a 25% local match of the award which is \$102,201. The District Attorney requests Council's authorization to utilize \$102,201 from the 5% Crime Victim Surcharge Funds, which is the required local match. This amount could be less upon successful submission of volunteer hours. The total amount of \$511,005

represents the salary, full benefits, and local match for 10 Victim Advocates, management of a mental health therapy program, and allowances for travel, training, and education.

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Financial Considerations: The grant total is \$511,005 with the Federal allocation of \$408,804 along with \$102,201 from the 5% Crime Victim Surcharge Fund. Submission of eligible volunteer hours, along with other In-Kind Match sources could reduce the amount needed from the 5% Crime Victim Surcharge Funds.

Projected Annual Fiscal Impact Statement: Due to the local match in the form of cash coming from the 5% Crime Victim Surcharge Fund, there will be no annual fiscal impact as a result of this grant.

Legal Considerations: Georgia Law requires the District Attorney provide extensive services, information, and notification to crime victims (O.C.G.A.-17-17-1). The District Attorney is solely and directly responsible for complying with this law as mandated by the Victims' Bill of Rights. Legislature acknowledges that this mandate places additional burdens on prosecutors and have designed laws enabling utilization of the 5% Crime Victim Surcharge Fund to assist in easing said burdens.

Recommendations/Actions: Authorize submission and, if approved, acceptance of a grant in the amount of \$408,804 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia, along with \$102,201 from the 5% Crime Victim Surcharge Fund, in order to meet the legislative requirements mandated by the Victims' Bill of Rights. This action will provide the funding for positions, virtual therapy and allowances for travel, training, and education. It is requested that the multi-governmental fund be amended by the amount awarded plus the local match.

RESOLUTION

Item #9.

NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION, ON BEHALF OF THE DISTRICT ATTORNEY AND, IF APPROVED, TO ACCEPT A VOCA GRANT OF \$408,804 OR AS OTHERWISE AWARDED FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL OF GEORGIA ALONG WITH \$102,201 FROM THE 5% CRIME VICTIM ASSISTANCE SURCHARGE FUND ALLOCATED IN THE FY23 BUDGET, TO PROVIDE FUNDING FOR CRIME VICTIM ASSISTANCE IN THE CHATTAHOOCHEE JUDICIAL CIRCUIT FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, AND, AMEND THE MULTI-GOVERNMENTAL FUND BY LIKE AMOUNT.

WHEREAS, the District Attorney is requesting the acceptance of a VOCA Grant in the amount of \$408,804 or as otherwise awarded to be allocated over a twelve-month period from the Criminal Justice Coordinating Council of Georgia to support innocent victims of violent crime under the 1996 Victims of Crime Act (VOCA), along with \$102,201 from the 5% Crime Victim Assistance Surcharge Fund allocated in the FY23 Budget for salaries, benefits, created programs, supplies; and,

WHEREAS, the Criminal Justice Coordinating Council of Georgia requires 25% of the grant come in the form of a match, either through cash or In-Kind contributions. Figures are based on a twelve-month period; and,

WHEREAS, the funding will be used to provide services to crime victims throughout the Chattahoochee Judicial Circuit; and,

WHEREAS, The District Attorney will continue to supervise the operation of the Victim-Witness Assistance Program in the Chattahoochee Judicial Circuit from October 1, 2022, through September 30, 2023.

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

That the City Manager is hereby authorized to submit and if approved, accept a grant of \$408,804 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia along with a maximum of \$102,201 of the 5% Crime Victim Surcharge Funds allocated in the FY23 Budget to fund the Victim-Witness Assistance Program which will extend over a twelve-month period beginning October 1, 2022 through September 30, 2023.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 20__ and adopted at said meeting by the affirmative vote of _____ members of said Council.

Item #9.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

10. 2022-23 Victims of Crime Act (VOCA) Compensation Grant

Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$50,049 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia, along with \$12,512 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Council
AGENDA SUBJECT:	2022-23 Victims of Crime Act (VOCA) Compensation Grant
AGENDA SUMMARY:	Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$50,049 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia, along with \$12,512 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget.
INITIATED BY:	District Attorney/Victim-Witness Assistance Program

Recommendation: Approval is requested to authorize the District Attorney's Victim-Witness Assistance Program to submit and if approved, accept a grant for \$50,049 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia, along with \$12,512 from the 5% Crime Victim Surcharge Fund allocated in the FY23 Budget to provide funding for Crime Victim Assistance in the Chattahoochee Judicial Circuit from October 1, 2022, to September 30, 2023. It is requested that the multi-governmental fund be amended by the amount awarded plus the local match.

Background: In July of 1989, the Office of the District Attorney began operating a Crime Victim Assistance Program. In October of 1992, the Victim-Witness Assistance Program was awarded the first Crime Victim Assistance Grant, thereby broadening the program for the provision of basic services. In July of 1995, additional funds were received from the 5% Crime Victim Surcharge Fund, thus allowing the program to expand services to the 6 counties within the Chattahoochee Judicial Circuit. Successful grant allocations since that time have sustained the program. The office currently employs a Director of Victim Services and 13 Victim Advocates. .

Analysis: If approved for FY23, the Criminal Justice Coordinating Council of Georgia will allocate \$50,049 to Columbus Consolidated Government to support the Victim-Witness Assistance Program for the grant year October 1, 2022, through September 30, 2023. The Criminal Justice Coordinating Council of Georgia requires a 25% local match of the award, which is \$12,512. The District Attorney requests Council's authorization to utilize \$12,512 from the 5% Crime Victim Surcharge Fund. The total amount of \$62,561 represents the salary and full benefits for one (1) position of Victim Advocate/Compensation Specialist who will provide Crime Victim Compensation education and outreach throughout the Chattahoochee Judicial Circuit.

Financial Considerations: The grant total of \$62,561 consists of the Federal allocation of \$50,049, along with \$12,512 from the 5% Crime Victim Surcharge Fund.

Legal Considerations: Georgia Law requires the District Attorney provide extensive services, information, and notification to crime victims. (O.C.G.A.-17-17-1) The District Attorney is solely and directly responsible for complying with this law as mandated by the Victims' Bill of Rights. Legislature acknowledges that this mandate places additional burdens on prosecutors and have designed laws enabling utilization of the 5% Crime Victim Surcharge Fund to assist in easing said burdens.

Item #10.

Recommendations/Actions: Authorize submission and, if approved, acceptance of a grant in the amount of \$50,049 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia, along with \$12,512 from the 5% Crime Victim Surcharge Fund, in order to reach out to crime victims and the general public with education and information on Crime Victims Compensation. This action will provide the funding for a Victim Advocate/Compensation Specialist to be in place renewable on an annual basis. It is requested that the multi-governmental fund be amended by the amount awarded plus the local match.

RESOLUTION

Item #10.

NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION, ON BEHALF OF THE DISTRICT ATTORNEY AND, IF APPROVED, TO ACCEPT A VOCA GRANT OF \$50,049 OR AS OTHERWISE AWARDED FROM THE CRIMINAL JUSTICE COORDINATING COUNCIL OF GEORGIA ALONG WITH \$12,512 FROM THE 5% CRIME VICTIM SURCHARGE FUND, ALLOCATED IN THE FY23 BUDGET TO PROVIDE FUNDING FOR CRIME VICTIM ASSISTANCE IN THE CHATTAHOOCHEE JUDICIAL CIRCUIT FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, AND, AMEND THE MULTI-GOVERNMENTAL FUND BY LIKE AMOUNT.

WHEREAS, the District Attorney is requesting the acceptance of a VOCA Grant in the amount of \$50,049 or as otherwise awarded to be allocated, along with \$12,512 from the 5% Crime Victim Surcharge Fund over a twelve-month period from the Criminal Justice Coordinating Council of Georgia to support innocent victims of violent crime under the 1996 Victims of Crime Act (VOCA), allocated in the FY23 Budget for the salary and full benefits; and,

WHEREAS, the funding will be used to enhance services as our office provides education and outreach specifically regarding Crime Victims Compensation to those within our Circuit; and,

WHEREAS, The District Attorney will continue to supervise the operation of the Victim-Witness Assistance Program in the Chattahoochee Judicial Circuit from October 1, 2022, through September 30, 2023.

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

That the City Manager is hereby authorized to submit and if approved, accept a grant of \$50,049 or as otherwise awarded from the Criminal Justice Coordinating Council of Georgia along with \$12,512 from the 5% Crime Victim Surcharge Fund, allocated in the FY23 Budget to fund the Victim-Witness Assistance Program which will extend over a twelve-month period beginning October 1, 2022, through September 30, 2023.

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

Item #10.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

11. State Criminal Alien Assistance Program Grant Application

Approval is requested for the City Manager, the Mayor, or their designee to apply for and accept the State Criminal Alien Assistance Program (SCAAP) grant from the U.S. Department of Justice for Fiscal Year 2023, in the amount of \$30,000 to \$35,000, or as otherwise awarded, with no local match required, and amend the SCAAP project budget by the amount of the award.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #11.

TO:	Mayor and Councilors
AGENDA SUBJECT:	State Criminal Alien Assistance Program Grant Application
AGENDA SUMMARY:	Approval is requested for the City Manager, the Mayor, or their designee to apply for and accept the State Criminal Alien Assistance Program (SCAAP) grant from the U.S. Department of Justice for Fiscal Year 2023, in the amount of \$30,000 to \$35,000, or as otherwise awarded, with no local match required, and amend the SCAAP project budget by the amount of the award.
INITIATED BY:	Finance Department

Recommendation: Approval is requested for the City Manager, the Mayor, or their designee to apply for and accept the State Criminal Alien Assistance Program (SCAAP) grant from the U.S. Department of Justice for Fiscal Year 2023, in the amount of \$30,000 to \$35,000, or as otherwise awarded, with no local match required, and amend the SCAAP project budget by the amount of the award.

Background: the Muscogee County Sheriff's Office receives SCAAP funding every year to assist with the cost of incarcerating undocumented criminal aliens who are being held as a result of state and/or local convictions.

Analysis: These funds are available annually through the U.S. Department of Justice.

Financial Considerations: There are no financial obligations. These funds help with the costs of operating the Muscogee County Jail.

Legal Considerations: The Muscogee County Sheriff's Office is eligible to receive these funds.

Recommendation/Action: Approval is requested for the application for and acceptance, if awarded, of the SCAAP funds for Fiscal Year 2023 and amend the SCAAP budget by the amount awarded.

A RESOLUTION

Item #11.

NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER, THE MAYOR, OR THEIR DESIGNEE TO SUBMIT AND ACCEPT, IF AWARDED, THE FISCAL YEAR 2023 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP) FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$30,000 TO 35,000, OR AS OTHERWISE AWARDED, WITH NO LOCAL MATCH REQUIRED, AND AMEND THE SCAAP PROJECT BUDGET BY THE AMOUNT AWARDED.

WHEREAS, the Muscogee County Sheriff's Office receives SCAAP funding every year to assist with the cost of incarcerating undocumented criminal aliens who are being held as a result of state and/or local convictions; and,

WHEREAS, the U.S. Department of Justice has made between \$30,000 to \$35,000 available to assist the Muscogee County Sheriff's Office with these expenses for Fiscal Year 2023.; and,

WHEREAS, no local matching funds are required.

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

That the City Manager, the Mayor, or their designee is authorized to apply for and accept, if awarded, SCAAP funding from the U.S. Department of Justice in the amount of \$30,000 to \$35,000, or as otherwise awarded, with no local match required, and amend the SCAAP project budget by the amount awarded.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

A. Bus Vacuum System – RFB No. 22-0012

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Bus Vacuum System – RFB No. 22-0012
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of a bus vacuum system from N/S Corporation (Inglewood, CA), for use in the Department of Transportation/METRA Lower Bus Shop, in the amount of \$350,676.00.

The system will replace an existing bus vacuum system which is over twenty (20) years old and no longer functioning as needed. The successful vendor will be required to remove the existing system.

Bid specifications were posted on the web pages of the Purchasing Division, DemandStar and Georgia Procurement Registry. One (1) bid was received on March 23, 2022. This bid has been advertised, opened and reviewed. The sole bidder was:

Vendor(s)	N/S Corporation* (Inglewood, CA)
Bus Vacuum System	\$ 304,760.00
Tear Down of Existing System	\$ 15,000.00
Assembly/Installation	\$ 28,000.00
Training	\$ 2,916.00
Total Price	\$ 350,676.00
Deliver/Install Within ____ Days	150

**Interested vendors were required to attend a mandatory site visit. Only one vendor, EuroVac, attended the visit and determined they were unable to meet the requirements. The vendor provided contact information for N/S Corporation, who was the sole attendee of the second mandatory site visit and the sole responding bid. Per the bid specifications, Item #8 of the General Provisions 'Receipt of one sealed bid', the Purchasing Division performed due diligence by conducting a survey of vendors to garner additional competition. Five (5) vendors were contacted after the initial site visit, but no responses were received. Five (5) additional vendors were contacted after*

the second site visit, with no responses received. Consequently, it was determined the one bid received is from the only responsive, responsible bidder.

Funds are budgeted in the FY23 Budget: Transportation Fund – Transportation – FTA – Capital Expend – Over \$5,000; 0751-610-2400-MFTA-7761.

A RESOLUTION**NO. _____**

A RESOLUTION APPROVING THE PURCHASE OF A BUS VACUUM SYSTEM FROM N/S CORPORATION (INGLEWOOD, CA), FOR USE IN THE DEPARTMENT OF TRANSPORTATION / METRA LOWER BUS SHOP, IN THE AMOUNT OF \$350,676.00.

WHEREAS, the new system will replace an existing bus vacuum system which is over twenty (20) years old and obsolete; and,

WHEREAS, the successful vendor will be required to remove the existing system.

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

That the City Manager is hereby authorized to purchase a bus vacuum system from N/S Corporation (Inglewood, CA), in the amount of \$350,676.00. Funds are budgeted in the FY23 Budget: Transportation Fund – Transportation – FTA – Capital Expend – Over \$5,000; 0751-610-2400-MFTA-7761.

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

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House 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. Collection Services for Returned Checks – Res. No. 25-17

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Collection Services for Returned Checks – Res. No. 25-17
INITIATED BY:	Finance Department

It is requested that Council authorize an extension of the annual contract for collection services for returned checks with Envision Payment Solutions, Inc. (Duluth, GA), for a period of six (6) months, through July 23, 2023.

The contract extension is needed to allow completion of the new RFP process.

Per Resolution No. 25-17, dated January 24, 2011, Council authorized a one-year contract with four (4) twelve-month renewal options. The contract expired on January 23, 2022. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, and at the request of the Finance Department, Revenue Division, the contract was extended for one (1) year, through January 23, 2023. Council approval is required for extensions beyond the one-year extension.

Revenue from the payments will be deposited: General Fund - Government Wide Revenue – Miscellaneous Revenues; 0101-099-1999-REVN-4349.

A RESOLUTION

Item #B.

NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF THE ANNUAL CONTRACT FOR COLLECTION SERVICES FOR RETURNED CHECKS WITH ENVISION PAYMENT SOLUTIONS, INC. (DULUTH, GA), FOR A PERIOD OF SIX (6) MONTHS, THROUGH JULY 23, 2023.

WHEREAS, the contract extension is needed to allow completion of the new RFP process; and,

WHEREAS, per Resolution No. 25-17, dated January 24, 2017, Council authorized a one-year contract with four (4) twelve-month renewal options. The contract expired on January 23, 2022. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, and at the request of the Finance Department, Revenue Division, the contract was extended for one (1) year, through January 23, 2023. Council approval is required for extensions beyond the one-year extension.

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

That the City Manager is hereby authorized to extend the annual contract for traffic signal equipment with Envision Payment Solutions, Inc. (Duluth, GA), through July 23, 2023. Revenue from the payments will be deposited: General Fund - Government Wide Revenue – Miscellaneous Revenues; 0101-099-1999-REVN-4349.

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

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House 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. Upgrade of Juvenile Court Case Management System (JCATS)

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Upgrade of Juvenile Court Case Management System (JCATS)
INITIATED BY:	Finance Department

It is requested that Council approve the upgrade to the Juvenile Court Automated Tracking System (JCATS) provided by Canyon Solutions (Phoenix, AZ), in an amount not to exceed \$100,000.00.

Due to the COVID19 Pandemic, it became apparent electronic filing and payment processing was needed throughout the court system. This upgrade for Juvenile Court includes e-filings capabilities and a payment integration with FivePoints Payments software. The payment integration will allow for payments via a web portal, phone, and counter card payments. There will be no additional cost to the city for the payment portal as the user will be charged a 4% service fee.

JCATS is the case management system used by Juvenile Court that is funded by the State through a contract with the Council of Juvenile Court Judges. However, the City must pay for an upgrade in order to get additional functionality that mirrors the Tyler Odyssey court case management system, utilized by the City. Annual software and maintenance fees will be funded by the Council of Juvenile Court Judges.

Funding is available for the upgrade in the FY23 Budget from General Fund Reserves as follows: General Fund - Non-Departmental – Non-Categorical – COVID19 – Equipment; 0101-590-3000-NCAT-7764.

A RESOLUTION

Item #C.

NO. _____

A RESOLUTION AUTHORIZING THE UPGRADE TO THE JUVENILE COURT AUTOMATED TRACKING SYSTEM (JCATS) PROVIDED BY CANYON SOLUTIONS (PHOENIX, AZ), IN AN AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, due to the COVID19 Pandemic, it became apparent electronic filing and payment processing was needed throughout the court system.

WHEREAS, this upgrade for Juvenile Court includes e-filings capabilities and a payment integration with FivePoints Payments software. The payment integration will allow for payments via a web portal, phone, and counter card payments. There will be no additional cost to the city for the payment portal as the user will be charged a 4% service fee; and,

WHEREAS, JCATS is the case management system used by Juvenile Court that is funded by the State through a contract with the Council of Juvenile Court Judges. However, the City must pay for an upgrade in order to get additional functionality that mirrors the Tyler Odyssey court case management system, utilized by the City. Annual software and maintenance fees will be funded by the Council of Juvenile Court Judges.

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

That the City Manager is hereby authorized to purchase the upgrade to the Juvenile Court Automated Tracking System (JCATS) provided by Canyon Solutions (Phoenix, AZ), in an amount not to exceed \$100,000.00. Funding is available for the upgrade in the FY23 Budget from General Fund Reserves as follows: General Fund - Non-Departmental – Non-Categorical – COVID19 – Equipment; 0101-590-3000-NCAT-7764.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. Tax Commissioner update – Lulu Huff, Tax Commissioner



Lula Lunsford Huff, C.P.A.
Tax Commissioner

Muscogee County Tax Commissioner
Columbus, Georgia 31902-1441

P.O. Box 1441
Tag Office (706) 653-4208
Tax (706) 653-4211
Fax (706) 653-4152

Response to Council Inquiry Tuesday, January 24, 2023 5:30 pm, Council Chambers
(Property Tax)

Inquiry: Why were taxpayers not sent a 2nd notice for payment of taxes due 12/1/22.

Response: The Tax Commissioner's Office (TC) relies on Tyler an outside software vendor to calculate and process property tax bills in a timely fashion. A routine software update created an unforeseen system migration issue during a critical period of the property tax billing and collection season. The migration issue affected 35% of the property parcels resulting in delayed posting of tax payments. The delayed posting hindered the ability to produce bills with the correct amount due. Once the migration issue was addressed, there was insufficient time, to (1.) print the 2nd notice for payment and (2.) account for postal service delivery time, for taxpayers to receive notice prior to the December 1st due date.



Lula Lunsford Huff, C.P.A.
Tax Commissioner

Muscogee County Tax Commissioner
Columbus, Georgia 31902-1441

P.O. Box 1441
Tag Office (706) 653-4208
Tax (706) 653-4211
Fax (706) 653-4152

Response to Council Inquiry Tuesday, January 24, 2023 5:30 pm Council Chambers
(External Auditors)

Inquiry: *Why was FY22 financial data not reported timely to the external auditors?*

Response:

A: Limited access to skilled labor.

- The Tax Commissioner's (TC) delay in submitting financial data is directly related to challenges in securing skilled labor. It is difficult to find individuals with the needed skillset for the pay grade offered.
- In 2016, the office faced the departure of 3 key personnel including the accountant.
- The COVID-19 pandemic exacerbated the inherent recruiting challenges.
- Within the last year, the accountant position has been filled (3) times. Most recently 9/26/2022.

B: Insufficient employees.

Consolidated Government	2022		2014		2002*	
	Population	EE's	Population	EE's	Population	EE's
Columbus	212,408	30	190,000	30	186,505	32
Macon	157,346	48	154,903	41	97,073	43
Augusta	202,081	54	200,000	49	199,048	37
Savannah	294,815	63+		63+	289,430	63

Macon-Bibb County 2002 cost study of Tax Commissioner's operations in seven comparable counties in Georgia

- This comparison shows the magnitude of labor required to run an office of comparable population size. The TC needs **additional** people with a **higher skillset**.

- Additional responsibilities required include but are not limited to:
 - TAD and BID management (collection and distribution)
 - Processing titles
 - TAVT collections
 - Operating GRATIS and DRIVES, motor vehicle softwares, simultaneously
 - In house programming for property tax software
 - Providing custom reports to agencies via property tax software
- In-person customers are top priority. Closely followed by depositing and disbursing funds to the State, City, and MCSD. A high level of coordination is required to ensure integrity, accuracy, timeliness and adherence internally. This system is disrupted and delayed when key personnel are pulled to assist in-person customers during high volume periods.

Continuous Improvement:

- Accounting software is being upgraded
- Working with financial institutions to increase efficiencies
- Working with Tyler Technologies to provide user-friendly reports and training support
- Budgeting in FYE 2024 an analyst with accounting and IT strengths

File Attachments for Item:

B. River Valley Regional Commission Update - Jim Livingston, River Valley Regional Commission Executive Director

RIVER VALLEY REGIONAL COMMISSION

Columbus City Council

January 24, 2023

About the RVRC

Mission: The mission of the RVRC shall be to create, promote and foster the orderly growth and economic prosperity for our region.

Vision: A region where current and future generations succeed at home, at work, and in their communities

Values:

Accountability

Collaboration

Community

Innovation

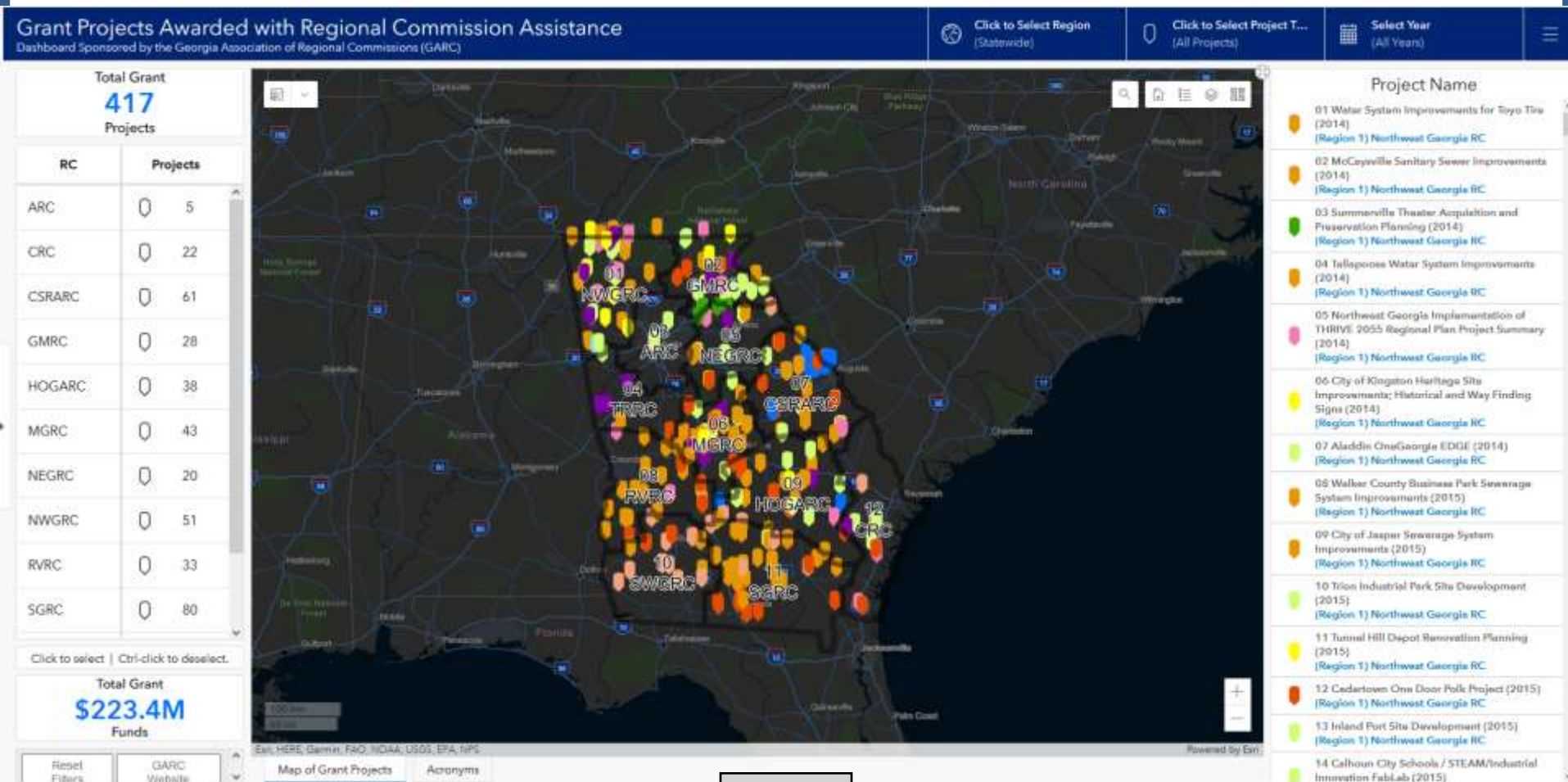
Diversity

Integrity

Good Stewardship



About Georgia Regional Commissions



BREAKDOWN OF FY22 REGIONAL IMPACT

STATE & FEDERAL DOLLARS BROUGHT TO THE REGION

\$33,554,880

In total federal and state funding
secured during FY22

6.5%

State Funding

93.5%

Federal Funding

FUNDING ALLOCATIONS BY PROGRAM

\$26,852,019

Community & Economic
Development Allocations

\$1,036,144

Workforce Development Allocations

\$399,978

Planning Initiatives Allocations

\$5,266,739

Aging Services Allocations

RETURN ON INVESTMENT: ANNUAL DUES

\$90.90/per \$1.00

For every \$1 in annual dues, RVRC
returned \$90.90 in programs and
services to our communities.

369,115

Population of River Valley Region

Item #B.

What We Do

- Planning and Government Services
- Area Agency on Aging
- Workforce Development Board – Middle Flint Workforce Area

Planning and Government Services



- Comprehensive & Disaster Plans
- Bike and Pedestrian Planning
- Environmental Planning
- Historic Preservation
- Broadband and Digital Economy
- Revolving Loan Funds
- Comprehensive Economic Development Strategy
- Assistance with Local Governments
- Grant Writing and Grant Administration

TIA Funding Distribution

25%

of Total Funds Collected
in River Valley Region
are targeted to
Local Jurisdictions.

75%

of Total Funds Collected
in River Valley Region
are targeted to
Voter Approved Projects.

River Valley Region **TIA-1 Impact** 2013-2022 Breakdown

**23 Total
Projects**

Total TIA-1 Impact for
River Valley Region from 2013-August 31, 2022

\$489,587,273

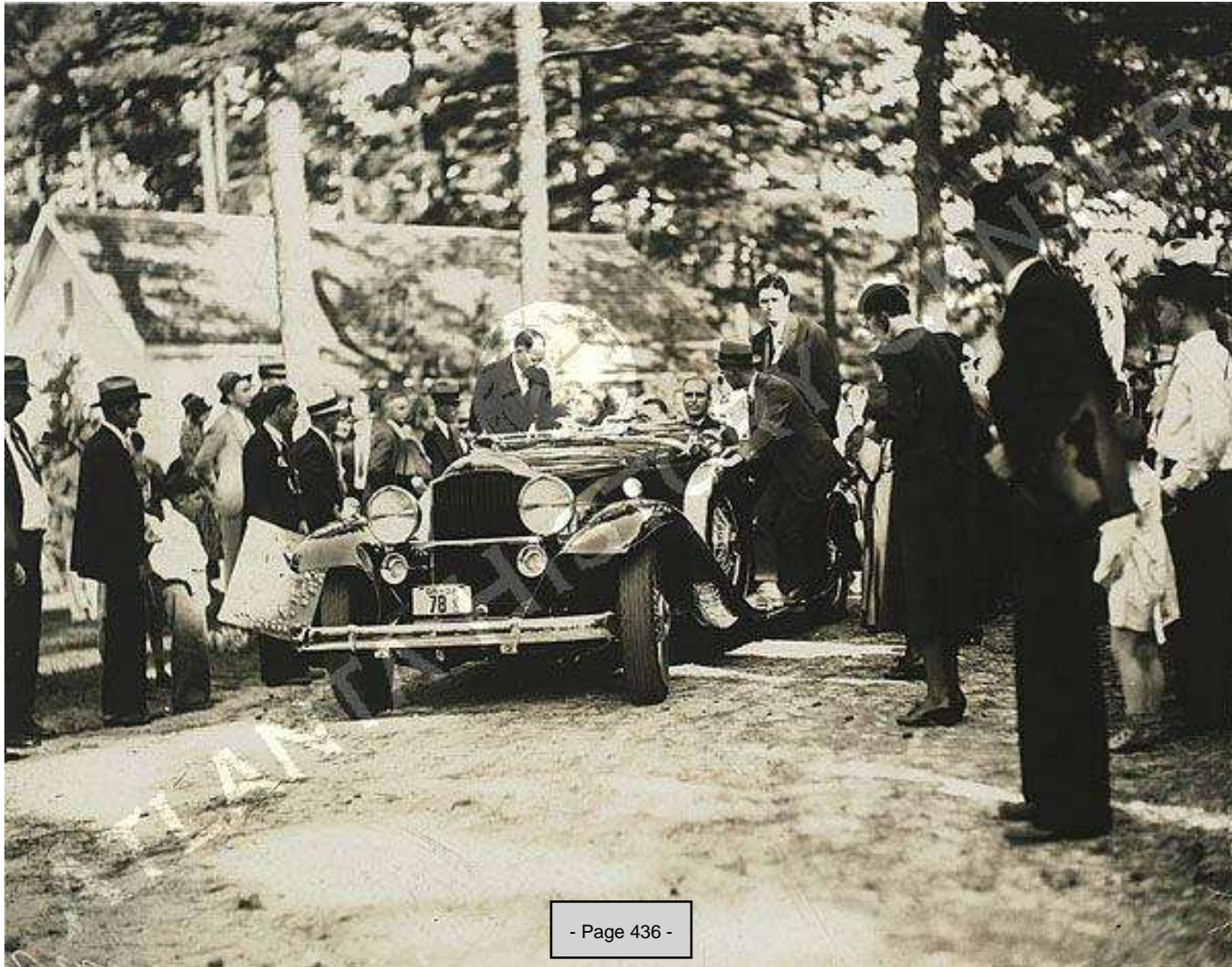
River Valley Region **TIA-2 Impact** 2023-2032 Breakdown

**45 Approved
Projects**

Projected Total TIA-2 Impact for
River Valley Region from 2023-2032

\$824,611,842

Prioritizing Investment



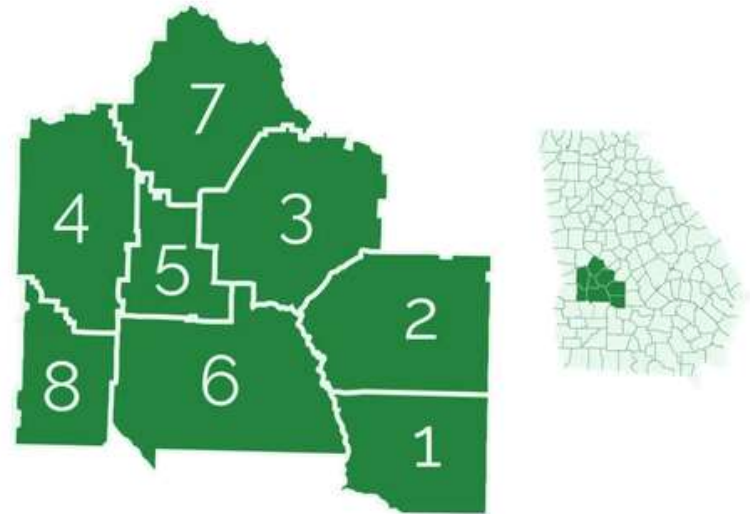
Workforce Development

- Middle Flint Workforce Development Board

Middle Flint



Connecting Talent with Opportunity





If you have questions about services for seniors and persons with disabilities, call us at
1-800-615-4379.

Trained staff provide confidential access to information, assistance and referral. Callers are assisted in locating resources and services in the region, in Georgia and across the U.S.



Services to Seniors 60+

- In-Home Services
- Senior centers
- Meals on Wheels
- Nursing Home Transitions
- Legal Services
- Case Management
- Wellness Programs

Partnerships:

West Central GA Public Health
– Vaccine Mobile Unit,
Expanding the Public Health
Force, Covid Vaccine Support

Piedmont Hospital – Adult
Trauma Injury Prevention
Committee – Falls Prevention

Family Connections – Senior
Farmers' Markets, Senior
Hunger Coalition, Evidence
Based Classes



RIVER VALLEY REGIONAL COMMISSION

www.rivervalleyrc.org

706-256-2910

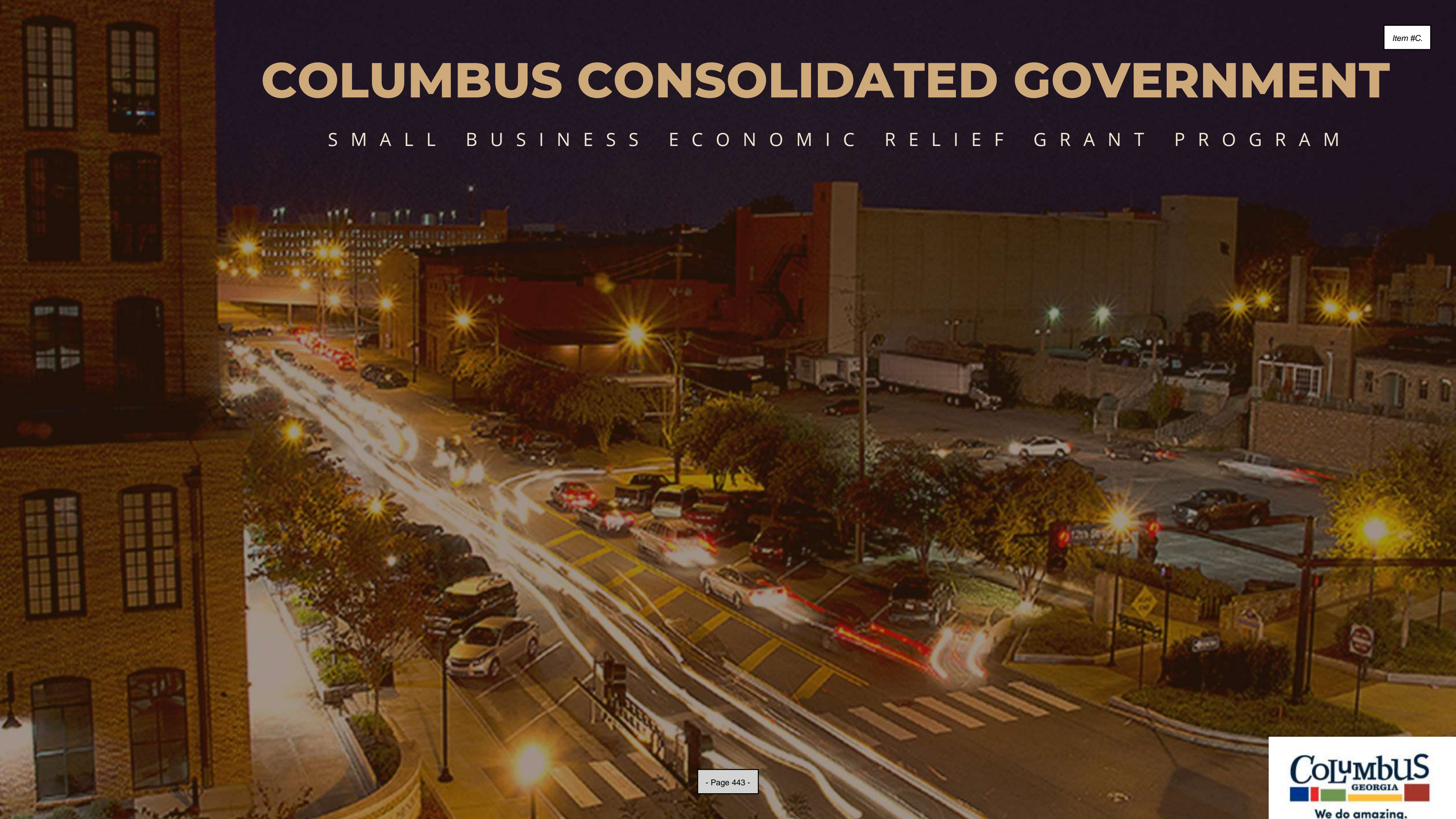
Jim Livingston –
jlivingston@rivervalleyrc.org

File Attachments for Item:

C. NCDA Audrey Nelson Award- Kim Mitchell, Assistant Director, Community Reinvestment

COLUMBUS CONSOLIDATED GOVERNMENT

S M A L L B U S I N E S S E C O N O M I C R E L I E F G R A N T P R O G R A M





NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION (NCDCA)

NCDCA is a non-partisan, national non-profit organization comprised of more than 400 local governments that administer federally-supported community development, economic development, and affordable housing programs, including:

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



NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION (NCDCA)

In 1987, the National Community Development Association established the Audrey Nelson Community Development Achievement Awards recognizing *exemplary uses of CDBG funds which address the needs of families, homes and neighborhoods.*



NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION (NCDA)

Audrey Nelson was the first Deputy Executive Secretary of NCDA. She grew up in an inner-city Chicago neighborhood which was a target area for the local Model Cities Program.

Her intense commitment to her neighborhood, her local program efforts, and her drive to serve low-income people was cut short through death from cancer at the age of 29.



The Columbus Consolidated Government has been recognized by NCDA and chosen to be one of five recipients for the *2023 Audrey Nelson Community Development Award* for the development of its Small Business Grant program initially implemented with CDBG-CV funding.



COVID-19 IMPACT

Universal Effects

The COVID-19 pandemic impacted every business and resident of the City of Columbus in one way or another.

For many small businesses during this period, finding and retaining qualified employees was a vital concern, more than both inflation and supply chain issues.

Creating Opportunity

City officials were championing and creating opportunities for social and economic security for both its citizenry, with a focus on the small business community as they were fighting day in and day out to keep both roofs over their heads and their doors open.



CDBG-CV RESPONSE

Funding Amount

The City of Columbus received \$981,189 in CDBG-CV funding to prevent, prepare for and respond to COVID-19 and its impact on our community.

Distribution

CDBG-CV funding was distributed in 2 eligible categories:

- Direct Benefit to Low to Moderate-Income Clientele (LMC)
- Low to Moderate Job Benefit (LMJ)

Creating Opportunity

CDBG-CV allowed the city to leverage investments and holistically address COVID-19-related needs. The funding also helped ensure that Columbus's social service infrastructure and COVID response capacity would be sustainable over time.



Partnership with StartUP Columbus

StartUP Columbus is an entrepreneurial support organization and startup incubator, developed with \$289,000 in CDBG funding.

Activities include:

- Job Retention
- Job creation
- Business Persistence
- Business Expansion

CDBG-CV SMALL BUSINESS PROGRAM OUTCOMES

- 27 Businesses Served
- 61 Jobs Created / Retained



THANK YOU

C O L U M B U S C O N S O L I D A T E D G O V E R N M E N T

File Attachments for Item:

D. FY 2024 HUD Grant Cycle Announcement- Kim Mitchell, Assistant Director, Community Reinvestment

FFY 2023 HUD Grant Cycle FY24 City of Columbus

Item #D.



COMMUNITY
REINVESTMENT
COLUMBUS CONSOLIDATED GOVERNMENT

Presented by:

Community Reinvestment Department

- Page 454 -

HUD Grant Cycle

Item #D.

The HUD Grant Cycle for FY 24 has begun!

- Columbus is beginning its planning cycle for the expenditures of CDBG and HOME dollars for FFY 23 / FY 24.
- Each year, the city must submit an **Annual Action Plan** that will establish how these federal funds will be spent during the program year.
- On Tuesday, January 17th, the department held two workshops for interested applicants. Selected applicants will receive federal dollars to operate CDBG and HOME-eligible programs throughout the City



Consolidated Plan Goals

Item #D.

Project eligibility is determined by adherence to the 8 Goals of the *2021-2025 Consolidated Plan*.

- Goal 1: Expansion of Affordable Housing Supply.
- Goal 2: Housing Rehabilitation
- Goal 3: Blight Removal
- Goal 4: Infrastructure and Public Facility Improvements
- Goal 5: Public Services
- Goal 6: Fair Housing
- Goal 7: COVID-19 Response
- Goal 8: Program Administration

Overview of CDBG Programs

Item #D.

Community Development Block Grant

*Estimated FFY 2023 Funding - \$1,306,762.40**

- Public Services—capped at 15% (up to \$196,014.36*)
 - *Equipment purchases capped at 20% of public service cap*
- Public Facilities and Infrastructure Improvements
- Economic Development



** Funding estimated at 80% of the final 2022 allocation (\$1,633,453), pending announcement of final 2023 allocation.*

Project Eligibility Requirements

Item #D.

- **Proposed activities must meet one or more *CDBG National Objectives*:**
- ✓ Benefit low to moderate-income persons;
 - ✓ Aid in the prevention or elimination of slums and blight;
 - ✓ Meet an urgent need.

Client Eligibility

Item #D.

- **At least 51% of the activity's clients must be low- to moderate-income**
- **Area Benefit**
 - An activity that benefits all residents of an area where at least 51% of the residents are low-and moderate-income persons. The service area must be primarily residential, and the activity must address the identified needs of low- and moderate-income persons.
- **Limited Clientele Benefit**
 - An activity that benefits a limited clientele of low- to moderate-income persons, removes architectural barriers for elderly and severely disabled persons, or supports microenterprise, job training, and job placement for LMI persons.

Eligible Public Services Activities & Purchases

➤ Funding may be applied for operating costs related to a **new service**; or a **quantifiable increase** in the level of a service in:

- ✓ Services for Homeless persons, Seniors or Disabled
- ✓ Abused/Neglected Children & Battered Spouses
- ✓ Education & Recreational programs
- ✓ Childcare, Healthcare & Public safety services; and
- ✓ Housing Counseling & Financial Literacy

➤ Funding may be applied for equipment purchases related to a **new service**; or a **quantifiable increase** in the level of a service, to include but not limited to:

- ✓ Handicap accessible vans
- ✓ 16-Passenger or More Vehicles
- ✓ Security System
- ✓ Healthcare Equipment

Overview of HOME Programs

Item #D.

HOME Investment Partnerships

*Estimated 2023 Funding - \$857,668**



- Community Housing Development Organizations (CHDO)
 - 15% set aside for CHDO activities (\$128,650*)
 - CHDO operating costs (\$50,000)
- Single Family Home Acquisition, New Construction, Rehabilitation, and Disposition
- Tenant Based Rental Assistance
- Sweet HOME Columbus

** Funding estimated at 80% of the final 2022 allocation (\$1,072,086) pending announcement of final 2023 allocation*

Note: In FY24, CRD plans to bring Program

HOME Requirements

Item #D.

➤ **All HOME projects must meet one or more of the HOME Program Objectives:**

- ✓ Increase safe, decent, and affordable housing opportunities for low-income households;
- ✓ Expand the capacity of non-profit housing providers;
- ✓ Increase housing and supportive services for targeted populations.

➤ **Match**

- ✓ 25% match required on all awarded funds;
- ✓ Match contributions can be made by state, local, or private funds;
- ✓ Matching funds must be spent on HOME-approved activities.

Eligible HOME Activities

Item #D.

➤ The following activities are eligible for HOME funding:

- ✓ Acquisition/Rehabilitation/Disposition of affordable single-family homes or rental housing
- ✓ New construction of affordable single-family homes or rental housing
- ✓ Land Acquisition for affordable housing development
- ✓ Tenant Based Rental Assistance

HOME Client Eligibility

Item #D.

➤ HOME requirements related to beneficiaries:

- HOME requires that people served are low-to-moderate income person(s) or families who are 80% or below the area medium income (AMI).
- Eligibility is determined at initial occupancy and recertified on an annual basis.

➤ TBRA Income Guideline

- TBRA households must have incomes at or below 60% of AMI at initial rent up of property.

HOME Client Eligibility

Item #D.

➤ Income Limits by Household Size

80% AMI (2023) – Most HOME Programs

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$38,200	\$43,650	\$49,100	\$54,550	\$58,950	\$63,300	\$67,650	\$72,050

60% AMI – Tenant Based Rental Assistance

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$28,680	\$32,760	\$36,840	\$40,920	\$44,220	\$47,520	\$50,760	\$54,060

➤ ***These maximum income limits are in effect until June 30, 2023.***

Applicant Eligibility Requirements

Item #D.

➤ All Applicants

- ✓ Must have one full-time paid employee for at least 12 months prior to submitting an application for funding.
- ✓ Must have a current written Strategic or Business Plan covering at least 24 months, including the entire current fiscal year.
- ✓ Must have a Board of Directors with representation from the community served, and the necessary mix of skills to succeed.

➤ Additional Requirements for Non-Profits

- ✓ Minimum 2-year operating history after the date of 501(c)(3) determination from the IRS.
- ✓ Annual operating budget of more than \$50,000.00 as reported in the most recently filed Form 990 or 990EZ.

Submittal Instructions

Item #D.

- Applications are electronically due by **11:59 PM** on Sunday, **February 19th** at:

www.neighborly.com

- Contact **Kimberly Mitchell** for Technical Assistance as needed. Email ***mitchell.kimberly@columbusga.org***.

File Attachments for Item:

DATE: January 24, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFOs

January 25, 2023

Dumpster/Roll Off Container Rental and Servicing (Annual Contract) – RFB No. 23-0016

Scope of Bid

The Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide dumpsters/roll-off containers on a rental basis, to include servicing the equipment on an “as needed” basis. Services will be procured both during the week and on weekends.

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

Risk Management Information System – RFP No. 23-0006

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide a Risk Management Information System (RMIS). The RMIS will communicate with the Workers Compensation and Accident Reporting systems currently in use to produce reports that will enable Risk Management Staff to work with other City Departments in an effort to reduce accidents and injuries.

January 27, 2023

Workplace Ergonomics Training and Consulting Services (Annual Contract) – RFP No. 23-0005

Scope of RFP

Columbus Consolidated Government is requesting proposals for workplace ergonomics training and consulting services for the Risk Management Program. The successful firm shall assist with development of an ergonomics policy and provide training services on an-as needed basis.

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

January 30, 2023

Workers' Compensation Claims Management Services (Annual Contract) – RFP No. 23-0020

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals to provide workers' compensation claim management services to its workforce of approximately 3000 employees in various occupations, ranging from public safety to field force to administrative positions. The services shall commence on March 1, 2024.

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

DATE: January 24, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

January 25, 2023

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2. Risk Management Information System – RFP No. 23-0006

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

File Attachments for Item:

1. RESOLUTION - A resolution excusing Councilor Jerry “Pops” Barnes from the January 24, 2023 Council Meeting.

RESOLUTION**NO.** _____A Resolution excusing Councilors absence.

_____**THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:**

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor Jerry “Pops” Barnes is hereby excused from attendance of the January 24, 2023 Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of January 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
 Clerk of Council

B. H. “Skip” Henderson, III
 Mayor

Form revised 11-1-79, Approved by Council 11-6-79

File Attachments for Item:

2. Travel Authorization Request for Councilor Joanne Cogle to attend the Newly Elected Officials Training in March of 2023.



COLUMBUS CONSOLIDATED GOVERNMENT

P.O. Box 1340
Columbus, Georgia 31902-1340

Item #2.

TRAVEL AUTHORIZATION REQUEST CITY COUNCILOR

Name of Traveler / Registrant	Councilor Joanne Cogle
Month of Travel	March 2023
Sponsored Organization and Conference / Training	<i>Newly Elected Officials Institute (Athens, Georgia)</i> <u>Mandated Training</u>
Estimated Cost	<u>Registration</u> - \$440.00 <u>Hotel</u> - 3 nights at \$114 = \$342 <u>Reimbursable Amount</u> – Per diem \$48 x 3 days (\$144.00) and mileage one-way 173.5 mi (total of 347 mi x \$62.50) = \$409.50 TOTAL <u>ESTIMATED</u> COST: \$1,335
Conference/Travel Budget	Beginning Balance - \$5,000

TRAVEL POLICY- Dated: September 16, 2013, which reads in part;

“City Councilors should submit their travel requests to the Clerk of Council. The Clerk of Council will list a request to approve travel on his/her agenda for a vote at a regular City Council meeting. All travel requests must conform to the requirements, terms and conditions of this Policy.”

Funds are available in the FY23 Budget to cover the expenses (0101-100-1000-CNCL-6601).

In accordance with the Travel Policy and Procedures of the Columbus Consolidated Government, As the Clerk of Council, I am respectfully requesting authorization for Councilor Joanne Cogle to attend the conference as listed above. Also, pursuant to Resolution No. 149-22, this request is applicable to the one reimbursable travel expense for a conference outside of Columbus, Georgia for FY 2023.

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

Date

File Attachments for Item:

3. Minutes of the following boards:

457 Deferred Compensation Board, October 20, 2022

Board of Tax Assessors, #39-22

Board of Zoning Appeals, December 7, 2022

Building Authority of Columbus, June 29, 2022

Civic Center Advisory Board, May 19, July 21 & September 15, 2022

Convention & Visitors Board of Commissioners, November 16, 2022

Employees' Pension Fund, Board of Trustees, August 10 & September 14, 2022

Historic & Architectural Review Board, September 12, October 11 & November 14, 2022

Keep Columbus Beautiful Commission, January 11, 2023

Medical Center Hospital Authority, April 27, 2022

Planning Advisory Commission, October 5 & December 7, 2022

Retiree Health Benefits Committee, February 16, May 18, August 17 & November 16, 2022

River Valley Regional Commission, October 26 & December 7, 2022

Columbus Consolidated Government
457 Deferred Compensation Plan Board
Meeting Minutes

Thursday, October 20, 2022

Members Present: *Assistant Board Chair Angelica Alexander, Reather Hollowell, Steven D. Hord, Rhonda T. Davis, and Drale Short*

Staff Present: *Sheila Risper, Lucy Sheftall*

Consultant: *Jeff Kuchta - AndCo*

Provider Present: *Chris Bone, - AIG/VALIC | Julie Copeland - Corebridge*

Assistant Board Chair, Angelica Alexander, called the meeting to order.

2:11 PM

- Angelica Alexander – address first item on the agenda; New Board Members and Election of Officers. 457 DCP board elected Rhonda Davis as Board Chair and Angelica Alexander was elected Board Vice Chair.
- Motion made by Drale Short to present to council, staggering the term limits among new and exiting board members, in order to maintain a quorum, was approved and withdrawn for further review..
- Meeting Minutes of the July 21, 2022 meeting were reviewed and approved.
- Jeff Kutcha - for the benefit of the new Board Members, provided a brief history of the multiple recordkeeper structure, review process, communication to Participants, and option structures of the active Corebridge Plan and the legacy Plans. Several questions were asked by the Board Members and answered by Jeff Kutcha and Reather Hollowell.

**Rhonda Davis requested that the Investment Policy statement be distributed to the Board Members for review and that it be reviewed at the next meeting. Jeff K. will add the review to the agenda.*

- Jeff Kutcha - noted that the Third Quarter 2022 Investment report was electronically distributed to the Board ahead of the meeting and he provided a summary of plan asset changes. He briefly discussed the markets and economy for the quarter. He reviewed the monitoring matrix and confirmed that no options are on watch, and no changes were recommended. Rhonda D. inquired about the Glide Path and Fiduciary defensibility of the American Funds target date funds.
 - Jeff Kutcha - informed the Board Members that the Nationwide option changes occurred on 10/18/2022. He also explained that the Empower and Mass Mutual changes have not yet occurred and are being delayed due to the Empower/MassMutual merger and integration.
- Reather H.

Columbus Consolidated Government
457 Deferred Compensation Plan Board
Meeting Minutes
Thursday, October 20, 2022

noted that she has not seen any communication or confirmations from Nationwide or MassMutual on the option changes and requested that AndCo contact them to ensure she is e-mailed confirmations and timelines.

- Chris Bone - discussed education programs and enrollments for the past quarter noted favorable participation in online education modules and enrollments. She discussed a number of topics for education to present in the first quarter. She discussed continued outreach efforts to participants in the legacy plans for education and awareness of the lower-cost, open architecture platform with Corebridge.

****Next meeting scheduled for Thursday, January 19, 2023 (In-person for voting members / Location: Einstein Conference Room, at the Learning Center [Government Center - East Wing])***

There being no other business, the meeting was adjourned.

3:04 PM

Respectfully submitted,
Amaris B. Fryer
Administrative Assistant
Human Resources



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

Telephone (706) 653-4398, 4402
Fax (706) 225-3800

Board Members

Jayne Govar
Chairman

Lanita Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carmack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

Item #3.

MINUTES #39-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, December 19, 2022, at 9:00 A.M.

PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Todd Hammonds
Chief Appraiser Suzanne Widenhouse Secretary
Katrina Culpepper Recording Secretary

APPROVAL OF AGENDA: Vice Chairman Trey Carmack motions to accept agenda with noted change. Assessor Hammonds seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Trey Carmack motions to accept minutes as presented. Assessor Hammonds seconds and the motion carries.

At 9:10, Personal Property Manager Stacy Pollard presents to the Board:

- Audit Results – Signed & Approved.
- Motor Vehicle Appeal – Signed & Approved.

At 9:18, Deputy Chief Appraiser Glen Thomason presents for Residential Division to the Board:

- 2023 Mobile Home Digest – Signed & Approved.

At 9:20, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Superior Court Settlement Agreement – placed into record, no vote needed.

At 9:22, Commercial Property Manager Jeff Milam presents for Residential Division to the Board:


- BOE Hearing Results – placed into record, no vote needed.

At 9:33, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED:  _____

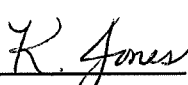
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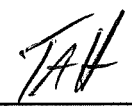
J. GOVAR
CHAIRMAN



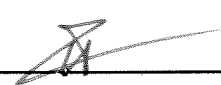
L. SANDIFER HICKS
ASSESSOR



K. JONES
ASSESSOR



T.A. HAMMONDS
ASSESSOR



T. CARMACK
VICE CHAIRMAN

Board Members Present Were: Al Hayes, Tomeka Farley, Doug Jefcoat, Shaun Roberts

City Personnel Present Were: Fred Cobb, Jazmine Scott

Meeting Called to Order: 2:00pm

First order of business approve minutes from November. Minutes approved.

BZA-10-22-001900

7669 Veterans Parkway

Nixon Massey present for George Adams. Warehouse World owned by George Adams, property is set back from Tower Rd. Requesting to allow the pine trees to grow and fill in the buffer. Eric Gaunser was asked about the variance and is in approval.

Case Decision: Jefcoat made motion to approve. Seconded by Farley. Motion carries as approved.

BZA-11-22-002087

1309 Wynnton Rd

Withdrawn.

BZA-11-22-002088

7817 Veterans Parkway

Jason with Moon and Meeks present for Charles and Di Properties request a variance to increase parking from 8 spaces required to 10 spaces for new small coffee shop Human Being.

Case Decision: Farley made motion to approve. Seconded by Jefcoat. Motion carries as approved.

BZA-11-22-002089

514 1st Ave

December 7, 2022
BZA December 2022

Item #3.

Ernie Smallman requesting to reduce the minimum lot width from 40ft to 37ft to subdivide an existing lot. Fred address error made previously in Inspections and Code department about missing there was also a variance needed for minimum width.

Case Decision: Roberts made a motion to approve variance. Seconded by Farley.

Meeting adjourned at 2:26pm.

**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 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



**COLUMBUS CIVIC CENTER & COLUMBUS ICE RINK
ADVISORY BOARD MINUTES**

MAY 19, 2022

Chairman: Jed Harris

Civic Center Director: Rob Landers

Managers Present: Jeremy Ackles, Jennifer McVay, Kanise Wiggins,

Members Present: Jed Harris, Terrance Little, Nicole Adderly,
Latasha Lee, Trawick Johnson

Members Absent: Spencer Cantrell, Jennifer Teague, John Boyd,
Keith Higgins,

Meeting called to order at 10:00am

Director Rob Landers:

- Welcomed everyone to the meeting and had Civic Center team and Board members introduce themselves.
- Briefly discussed Civic Center accomplishments during covid, detailing some of them through a dashboard visual.
- Briefly discussed sponsorships with Valley Health Care and Buffalo Rock.
- We've reopened the ice rink for full activities.
- I've just completed a grant application for Columbus Hockey Association in the amount of \$40,000. I worked with the CHA to put that grant together and submitted, I believe we should hear something within the next two weeks if we've been awarded that grant. we plan to utilize those funds to allow underserved youth within our community the access to learn to play hockey.

Event Services Manager Jeremy Ackles:

- Our goal here at the Civic Center is to provide a World class experience.
- We just had AFLAC's EAW. That event went very well.
- We are starting Graduations today. We have Russell County, Smith Station, Harris County, and Muscogee county booked.
- Couple of our future events. We're looking at from next year Disney on Ice is coming back. We're bringing rodeo back to our area. So that's going to be really cool. We're trying to get the national dance competition. They normally do their event at the Trade Center. They've reached out to us. They want to do it here because it's grown so big.

- I'm just excited about the things we got coming up in the future and if you need any help with anything or if you want to help us out, please reach out to me.

Item #3.

Jed, spoke about the battle of the bands that was held at the Municipal auditorium years ago.

Rob stated he was working on that idea and hopefully if not this year possibly next year.

Marketing Manager Kanise Wiggins:

- From marketing like Rob mentioned and Jeremy also we have been surveying our guests and we've received a lot of positive feedback. One thing that a lot of guests have stated is they love the atmosphere at the Columbus Civic Center. I do believe that the updates that are going on in the building also being able to take pictures around many of our murals, it's really assisting with peoples experience at the Columbus Civic Center.
- We are working to collaborate with different businesses in the city. One being T-Mobile, we have a partnership with them during our WWE event, we gave 2 lucky winners swag bags. It is posted on our Civic Center social media, and we also shared in our newsletter as well. As Rob mentioned, we also have a partnership with Peach State Health plan and it was renewed in Columbus, GA at Columbus Civic Center. Some of the events that they will be participating in this year is the health and Wellness event that is going to take place here at the Columbus Civic Center Amphitheater, which is behind the Columbus Civic Center on May 28th. This event is from 11:00 AM to 3:00 PM. I want to encourage all the advisory members to come out for this event.

Finance Jennifer McVay

- Briefly discussed financials
- Just to recap on a couple of things for our concessions area, we are in the process of still trying to increase our staff as every other arena is. We've been getting through it with the help of our full-time staff. Like Rob mentioned, everyone jumps in and helps us out, but we are increasing our staff. We're looking at adding a few more items into our grab and go stands.

Box Office Rob:

- We have an open manager position at the box office. Lisa Cutts transferred over to become the executive director of Keep Columbus Beautiful.
- Briefly discussed new RFP for ticketing

Respectfully submitted,

Rae McConnell

Rae McConnell, Board Secretary

Meeting adjourned at 11:10am



COLUMBUS CIVIC CENTER & COLUMBUS ICE RINK ADVISORY BOARD MINUTES

JULY 21, 2022

Chairman: Jed Harris

Civic Center Director: Rob Landers

Managers Present: Jeremy Ackles, Kanise Wiggins,

Members Present: Jed Harris, Terrance Little, Jenny Teague,

Members Absent: Spencer Cantrell, John Boyd, Nicole Adderly, Danielle Edwards, Latasha Lee, Trawick Johnson, Keith Higgins,

Meeting called to order at 10:00am
May 2022 Minutes approved

No Quorum for this meeting.

Director Rob Landers:

- Currently one of the biggest things that I wanted to make sure that I address and bring up from a housekeeping standpoint is personnel. Currently we have two full time positions that are vacant and that is our ticketing operations manager and our event coordinator. We've had several interviews for both of those positions Jeremy can talk a little bit about the events coordinator position. I just want to talk about our ticketing operations. We have interviewed several folks and we are narrowing into a couple of final candidates, and I believe myself and Jennifer probably early next week will be extending an offer to a new ticketing operations manager who has experience in Ticketmaster.

Operations: Rob

- Operations right now is working on preventive maintenance. this is the time that we go in and we do a lot of cleaning, a lot of repainting, a lot of organizing, inventory management because we have like the extra time to do that during the offseason versus during our busy season.
- We are working on upgrading concession stands. Installing LED monitors to convert signage to digital signage. New lighting has been installed on the concourse area to make the food and beverage areas look more market style.
- A kind of a renovation project to the lobby. All the tile work that's in the lobby will be getting upgraded and just, some more fresh, and modern style look for the tile in our lobby. We have some chandeliers. We've purchased some new furniture. So, over the

next couple of weeks, we should start to kind of see that lobby kind of transform and just brighten up that space a little bit. Operations has been working diligently.

Item #3.

Event Services Manager Jeremy Ackles:

- Our goal here at the Civic Center is to provide a World class experience.
- We have the IRT, which is the innovative readiness training and what we're going to be working with the US military and Department of Defense. They're going to be doing no cost health operations for our community. That means, people can come in and get dentistry, optometry, different health checkups, physicals, all at no cost. At the same time, it's a training for members of the US military. They will be camping out in our building for about 15 days.
- We are gearing for a few upcoming events Soul Fest, Denim and Diamonds. Brian and Kanise have been working hard on the Chattahoochee Valley motorcycle rally coming up in September. We have the Tri City Latino Fest coming up soon. This is a community event that is free.
- Jed- gave marketing ideals about IRT. Jed stated Mark Rice of the Ledger Enquirer would do a feature article about the Civic Center and would connect Rob with him.

Marketing Manager Kanise Wiggins:

- We are gearing up for Chattahoochee Valley motorcycle rally, which will take place September 9th through 11th. We are looking for sponsors and vendors. So, if you know anyone who may be interested in being a sponsor or vending for the event, feel free to send them my way. I have also sent board members some information about sponsorship.
- We are working on several things right now. An eGaming event called Friday night lights. It is presented by Columbus Civic Center and in partnership with the YMCA. We have a lion's game this weekend, feel free to come to that.
- We have the Denim and Diamonds show coming up in September.
- I will begin working on The Greater Columbus Fair

Respectfully submitted,

Rae McConnell

Rae McConnell, Board Secretary

Meeting adjourned at 11:10am



**COLUMBUS CIVIC CENTER & COLUMBUS ICE RINK
ADVISORY BOARD MINUTES**

SEPTEMBER 15, 2022

Chairman: Jed Harris

Civic Center Director: Rob Landers

Managers Present: Kanise Wiggins, Jennifer McVay

Members Present: Terrance Little, Jenny Teague, Trawick Johnson

Members Absent: Spencer Cantrell, John Boyd, Nicole Adderly, Danielle Edwards, Latasha Lee, Keith Higgins, Jed Harris

Meeting called to order at 10:00am

Director Rob Landers:

- First, I wanted to speak on the Chattahoochee Valley motorcycle rally, it went very well. We have received great reviews on this event. CVMR was created by the civic center spear headed by Brian Giffin and Kanise Wiggins. If you would like to be on the committee for next year, please let Rae know and she will get your information to Brian.
- This weekend we are getting ready for the Latino festival and the following week the Denim and Diamonds show. We are excited to be getting back into our busy season.

Operations: Rob

- Operations continues to work on preventive maintenance. They remain diligent in keeping the building clean and sanitized.

Finance: Jennifer McVay

- Rae has emailed the financial report to you. If you have any questions, feel free to give me a call or shoot an email to me. You will notice our expenses out waying the revenue at this time but we are back in our busy season so you will see a flip in that.
- On the concession side we have an RFP out for our new point of sell system for our concession stands.

Marketing Manager Kanise Wiggins:

- Went over upcoming events.
- We have the VIP lounge in the finishing stages. Please have a look when your in the building. It is sponsored by the Columbus Airport.

Rob:

- We have added a new Events coordinator to our staff. Dominique Bolan. This will be her first weekend working.
- Touching on the Ice Rink, we are back to regular programming. We strive to use at least 85% of available ice time. We have a new learn to skate coach she is doing quite well.
- We are excited about Auburn hockey team we are helping them with advertising there games on our marquee and other social media. The ladies of auburn have started a women's hockey team this year.
- We have reviewed the security screening at the Ice Rink and will screen at the rink the same as we do at Civic Center

Item #3.

Respectfully submitted,

Rae McConnell

Rae McConnell, Board Secretary

Meeting adjourned at 11:00am



BOARD OF COMMISSIONERS MEETING
Wednesday, November 16, 2022

Commissioners Present; Lauren Becker, Chair; Jamie Waters, Vice Chair; Miles Greathouse, Secretary/Treasurer, Sherricka Day, Dan Gilbert, Pace Halter, and Pete Jones

Commissioners Absent: Mamie Pound, Donna Hix, and Mayor Skip Henderson

Special Invitees: Merri Sherman, Columbus Sports Council; Ed Wolverton, Uptown Columbus

Staff Present: Peter Bowden, Kim Gonzalez, Shelby Guest

Call to Order Lauren Becker

- The November 2022 meeting was called to order at 3:30pm.

Approval of Minutes & Financials Miles Greathouse

- Miles Greathouse presented the information for Minutes and Financials for the August '22 meeting, as well as Financials for September and October (no meeting held in September due to travel conflicts). There were no minutes from the October meeting due to a lack of a quorum. Mr. Greathouse reminded the Board approval of Minutes & Financials is by way of consent agenda and asked if there were any questions or discussions. There being none, a motion was made by Dan Gilbert to approve the August '22 Minutes & Financials and the Financials for September and October. The motion was seconded by Jamie Waters. A vote was taken, and the motion was approved.

Chair's Report..... Lauren Becker

- Ms. Becker introduced Bo Taber from the accounting firm, Robinson-Grimes CPA for a review of VisitColumbusGA's annual audit. Mr. Taber presented each Board member with a copy of the final audit, when he then went through the auditor's report, basic financials statements, and compliance section. According to Mr. Taber, it was a clean audit with no outstanding issues. Ms. Becker asked for any questions or comments and there being none, she called for a vote to

approve the audit as submitted. A motion was made by Miles Greathouse and seconded by Sherricka Day. A vote was taken, and the motion was approved.

- For the next item in the Chair's Report, Ms. Becker reminded the Board there is no meeting held in December, but VisitColumbusGA staff has suggested a Holiday Open House for Board members and tourism partners in place of the regular meeting -- December 21 at 3:30pm. This event will be held in the main lobby of the Historic YMCA Building.
- Ms. Becker then introduced Merri Sherman, the Executive Director of the Columbus Sports Council for an annual review from FY 2022. The report included update on various projects and events, as well as an update on the renovation and improvement efforts the organization is spearheading for the South Commons Softball Complex. This renovation is being done in two phases. Ms. Sherman stated the economic impact of the events at South Commons is in excess of \$4.7 million. (See attached presentation for full report.)

President's Report.....Peter Bowden

- Due to time constraints, Mr. Bowden offered to table the report for FY 2023 First Quarter Performance and Forecast in order to allow ample time for the presentation and comments.
- As a follow up to a question asked about lead and sales conversion asked in the October meeting, Mr. Bowden reported in the last fiscal year there were 137 leads submitted and out of those, 109 converted to definite business, meaning 80% of those leads turned into actual business.
- Mr. Bowden recognized the work of Kim Gonzalez and her fiduciary skills regarding VisitColumbusGA's accounting work, especially working with the auditors on the FY 2022 audit.

Other Business.....Group

- No Other Business was discussed.

Adjournment.....Lauren Becker

With no further business, Ms. Becker adjourned the meeting at 4:35 p.m.

*MINUTES OF THE
BOARD OF TRUSTEES MEETING FOR THE COLUMBUS GEORGIA PUBLIC EMPLOYEE
RETIREMENT SYSTEMS PENSION AND BENEFIT TRUST FUND*

August 10, 2022

TRUSTEES PRESENT: Mayor Skip Henderson, Chairman; City Manager Isaiah Hugley, Vice Chairman; Roderick Graham, Trustee; Lisa Goodwin, Trustee; Crystal Shahid, Trustee; Elizabeth Cook, Trustee; and Dusty Wilson, Trustee

TRUSTEES ABSENT: Finance Director Angelica Alexander, Secretary; and Fray McCormick, Trustee

TRUSTEES ATTENDING VIRTUALLY: None

OTHERS ATTENDING IN PERSON OR VIRTUALLY: Pamela Hodge, DCM Finance, Planning and Development; Lucy Sheftall, Assistant City Attorney; Denise Brown, Investment Officer; Reather Hollowell, Human Resources Director; Savonne Monell, Columbus Water Works Representative; and Glen Arrington, Recording Secretary

ADVISORS: Richard Swift, Raymond James

CALL TO ORDER

Mayor Skip Henderson called the August 10, 2022, meeting of the Board of Trustees of the Columbus Georgia Public Employee Retirement Systems Pension Fund and Benefit Trust Fund to order.

MINUTES OF THE PREVIOUS MEETING

The minutes from the June 8, 2022, regular Pension Board Meeting were submitted for approval. A motion to accept the minutes was made by Lisa Goodwin. Crystal Shahid seconded the motion. The board voted, and the minutes were unanimously approved.

INVESTMENT UPDATE

a. Performance Review

Richard Swift presented to the board regarding the fund performance for the month of July 2022. He reported on a quick uptick in the bond market and conditions and Price / Earnings (P/E) ratios in various indexes and asset classes. He concluded that shares are trading at more reasonable levels and the market is not over-valued.

Funds that are performing well are Madison Investment Advisors LCC, Janus Henderson LCG, Blackrock LCV, Westwood Management Corp, Boston Partners / Robeco, John Hancock Small Cap, Capital Group Intl Equity, Vanguard FTSE EM VWO, Karpus Investment FI, Federated Investment Core Plus, Globalt Inc FI and Madison Investment Advisors FI.

Funds that are slightly behind or underperforming are Atlanta Capital LC, Aligned Investors US Blue Chip Equity, Prudential Total Return Bond Fund, and AEW Real Estate. All other funds are in line.

Mr. Swift then opened for discussion.

After discussion, a motion was made to terminate Atlanta Capital LC and Aligned Investors Blue Chip Equity and to go neutral until the board determined if it wanted to hire a new manager after the September meeting. The motion was made by City Manager, Isaiah Hugley. It was seconded by Lisa Goodwin. The board voted and it was unanimously approved.

b. Asset Allocation

Mr. Swift then reviewed the asset allocation of the Pension fund. The fund is in line with the investment policy in all categories. It just under 63.7% in equities and 36.3% in fixed income. No reason to alter at this time. During these volatile times, holding tight is not a bad strategy.

Mr. Swift opened for discussion.

Mr. Swift reviewed the Client Service Plan the board. He stated that it feels like we are walking through mud. Be patient. It might take a few months.

OLD BUSINESS

No old business was discussed.

NEW BUSINESS

Mayor Skip Henderson mentioned to the board that we are trying to get two new members confirmed.

Richard Swift mentioned to the board that he and Lucy Sheftall are working on the Master Client Agreement. They working to get the language the way that it can be accepted. The hope is to have it ready to approve in September.

ADJOURN

With there being no further business to discuss, a motion was made by Elizabeth Cook to adjourn the meeting. It was seconded by Lisa Goodwin. And with that, Mayor Henderson declared the meeting adjourned.

The next meeting is scheduled for September 14, 2022, at 2:00 PM in the Ground Floor Conference Room.

Glendora Arrington
Glendora Arrington
Recording Secretary

*MINUTES OF THE
BOARD OF TRUSTEES MEETING FOR THE COLUMBUS GEORGIA PUBLIC EMPLOYEE
RETIREMENT SYSTEMS PENSION AND BENEFIT TRUST FUND*

September 14, 2022

TRUSTEES PRESENT: Mayor Skip Henderson, Chairman; City Manager Isaiah Hugley, Vice Chairman; Finance Director Angelica Alexander, Secretary; Ricky Boren, Trustee; Jack Warden, Trustee; Fray McCormick, Trustee; and Dusty Wilson, Trustee

TRUSTEES ABSENT: Lisa Goodwin, Trustee; and Elizabeth Cook, Trustee

TRUSTEES ATTENDING VIRTUALLY: Roderick Graham, Trustee and Crystal Shahid, Trustee

OTHERS ATTENDING IN PERSON OR VIRTUALLY: Pamela Hodge, DCM Finance, Planning and Development; Lucy Sheftall, Assistant City Attorney; Denise Brown, Investment Officer; Reather Hollowell, Human Resources Director; Angela Allison, Columbus Water Works Representative; Carl Robertson, Columbus Water Works Representative and Glen Arrington, Recording Secretary

ADVISORS: Richard Swift, Raymond James

CALL TO ORDER

Mayor Skip Henderson called the September 14, 2022, meeting of the Board of Trustees of the Columbus Georgia Public Employee Retirement Systems Pension Fund and Benefit Trust Fund to order.

Mayor Henderson took time recognize two new members of the board. Those members are Jack Warden, who is the present CEO of Goodwill Industries of Southern Rivers; and, of course, Rick Boren, retired Chief of Police from Columbus, Georgia, Columbus Consolidated Government. We are delighted to have them both on board.

MINUTES OF THE PREVIOUS MEETING

The minutes from the August 10, 2022, regular Pension Board Meeting were submitted for approval. A motion to accept the minutes was made by Fray McCormick. Dusty Wilson seconded the motion. The board voted, and the minutes were unanimously approved.

INVESTMENT UPDATE

a. Performance Review

Richard Swift presented to the board regarding the fund performance for the month of August 2022. He reported on what has changed since our last meeting and that inflation has not gotten a whole lot better. The market realized that yesterday when the CPI report came in a little bit higher than expected and the market dropped about 4% in one day. And that is a big drop. It dropped about 1200 points, which was the 7th largest drop in history for one day. So,

Minutes other than summary minutes will be released on a delayed schedule to protect the release of information made confidential by Official Code of Georgia Ann. § 47-1-14(c) and (d).

obviously, we are in volatile times. Most of the volatility is centered around inflation. The housing market has slowed some. But not enough to take the CPI number down to satisfy the investing public. And, therefore, the investing public believe that the Federal Reserves are going to have to continue to “put the gas on”, rate increases to slow everything down. It has been a volatile time. What we are all hoping for is that we get our arms around inflation with the Federal Reserves’ movements without having some long-term economic effect on us. The Federal Reserves, like it or not, they are making the best decisions they can. We anticipate the rates to continue to go up. Mr. Swift said he anticipates the market to be “choppy.” Remember the market is generally eight, nine, or ten months ahead of our economic conditions. If we wait to feel like comfortable with our asset allocation or our exposure to equities, by the time the economy starts feeling better, the market will have already made its move. Be patient. It is going to take some time.

Looking at the market performance for the past year, our return is down 11.8%. The index is down about 10.8%. But looking at three, five and ten years, giving us a little more time, the numbers look good. We are well above the actuarial assumption and well above the benchmark.

Funds that are performing well are Madison Investment Advisors LCC, Janus Henderson LCG, Blackrock LCV, Westwood Management Corp, Boston Partners / Robeco, John Hancock Small Cap, Capital Group Intl Equity, Vanguard FTSE EM VWO, Karpus Investment FI, Federated Investment Core Plus, Globalt Inc FI and Madison Investment Advisors FI.

Funds that are slightly behind or underperforming are the iShares Core S&P 500 ETF IVV, iShares Russell 1000 Growth IWF, Janus Henderson LCG, and Causeway Capital Intl. All other funds are in line.

It is a difficult report. We do have some managers that are missing the mark. But we have a lot of managers that are doing well. Hopefully, we will go up.

Mr. Swift then opened for discussion.

b. Asset Allocation

Mr. Swift then reviewed the asset allocation of the Pension fund. The fund is in line with the investment policy in all categories of the investment policy. It is just under 63% in equities and 37% in fixed income. No reason to alter currently. The next two or three months will be difficult. If we have an inflation data point that is halfway positive, I think the market will like that. I do want the board to be prepared for a “slushy” market, kind of a volatile market. It is going to feel a little sluggish for a while.

Mr. Swift opened for discussion.

OLD BUSINESS

No old business was discussed.

NEW BUSINESS

Amendment to FY23 Pension Board Meeting Calendar

Richard Swift mentioned to the board that in reviewing the meeting schedule for FY23, he has a conflict with the June 14, 2023 meeting. He has a business conference that he must attend and will be traveling on that date. Mr. Swift requested to move the Pension Board Meeting to June 21st, which would be a week later.

After discussion, a motion made to move the June 14, 2023 meeting to the following week on June 21, 2023 by Fray McCormick. It was seconded by Dusty Wilson. The board voted and it was unanimously approved.

Master Plan Agreement Update

Richard Swift updated the board regarding the Master Plan Agreement. In the last board meeting, he informed that Lucy Sheftall is working with the legal department of Raymond James to put together a document that is all encompassing and will cover all of our accounts. The document is close to finishing; there is one last issue that we are trying to have revised. But he stated that he felt confident that we would bring it up next month. Once the document has been finalized it will be circulated to the board so that the board members can review it prior to the board meeting.

Pension Board Withdrawal

Angelica Alexander spoke to the board regarding pension fund and where we stand from a cash standpoint. She provided to the board the last two fiscal years of actual deposits and expenses for the pension fund. We are currently at the point in the fiscal year where we need cash to cover expenditures and responsibilities for the pension fund. The funds cover payroll costs for retirees, the DROP payments, refunds for members not fully vested in the city.

After discussion, a motion was made to approve the withdrawal or draw down up to \$6 million by Ricky Boren. Dusty Wilson seconded the motion. The board voted, and it was unanimously approved.

OTHER BUSINESS

Richard Swift brought to the board's attention that during the last pension board meeting, we terminated two managers that had not done well for us; Atlanta Capital and Aligned US Blue Chip. One is a large cap core manager and the other is a large cap growth manager. When we fired these managers, we moved those assets to the passive investment in that category. He requested to have a sub-committee to look at the items a little closer.

ADJOURN

With there being no further business to discuss, Mayor Henderson declared the meeting adjourned.

The next meeting is scheduled for October 12, 2022, at 2:00 PM in the Ground Floor Conference Room.

Glendora Arrington

Glendora Arrington
Recording Secretary

BOARD OF HISTORIC AND ARCHITECTURAL REVIEW

MINUTES

Item #3.

Citizen Services Center | Council Chambers
3111 Citizens Way Columbus, GA
September 12, 2022 | 3:30 PM

I. CALL TO ORDER / ESTABLISH QUORUM

The chair called the meeting to order. In attendance were Jack Hayes, Tyler Pritchard, Claire Berry, Emily Fournoy (Acting Chair), Alex Griggs, Fran Carpenter, Toney Johnson, and Libby Smith.

II. APPROVAL OF MINUTES AND STAFF REPORT

Alex Griggs moved to approve the minutes and staff report as presented and Claire Berry seconded; the motion carried unanimously.

III. NEW CASES:

1. **524 Broadway:** James Crane III, applicant, intends to install handrails and replace existing front entrance stairs per specifications submitted. Allison Slocum read the staff report; the applicant was not available for questions.

Alex Griggs asked why the applicant would like brick steps; staff indicated the applicant mentioned wood rotting/decay issues. Alex Griggs and Toney Johnson indicated a desire for applicant to maintain original materials on the property.

Toney Johnson moved to approve installation of the handrails as presented and to deny the proposed installation of brick steps. Alex Griggs seconded the motion and it carried unanimously.

2. **831 6th Ave:** Friendship Baptist Church, applicant, intends to seek approval of modification to a previously approved sign installation. Allison Slocum read the staff report; the applicant was not available for questions.

Board members received clarification that this application was to modify a prior approval regarding a sign at Friendship Baptist Church. Board members expressed concern with the LED portion of the sign not being incorporated into the signs design

and the overall size of the proposed installation. Lack of details about the back of the proposed LED sign were also mentioned. Toney Johnson moved to deny the application as presented and Jack Hayes seconded; the motion carried unanimously.

3. **2522 Harding Drive:** Alvin Benjamin, applicant, intends to replace existing windows per specifications submitted. Allison Slocum read the staff report and the applicant presented their case.

Board members reiterated their opposition to wholesale window replacement; particularly replacement of wood windows with vinyl products. Staff stated that storm windows may be an appropriate treatment for energy efficiency and/or safety concerns. Emily Flournoy reminded the applicant that new windows must have a paintable surface.

Toney Johnson moved to deny the application as presented and Alex Griggs seconded; the motion carried unanimously.

4. **1327 Wynnton Road:** The Columbus Museum, applicant, intends to erect a sign per specifications submitted. Allison Slocum read the staff report and the applicant presented their case.

The applicant indicated the proposed signage would be constructed of wood. Board members received clarification regarding the signs placement (along the existing driveway and earthen berm; along the lower slope). Jack Hayes indicated the proposed signage would be approximately the same size as existing real estate signage.

Toney Johnson moved to approve the application as presented and Libby Smith seconded; the application carried unanimously.

IV. TABLED CASES

1. **828 Peachtree Dr:** Jim Prescott, applicant, intends to construct a screened in porch per specifications submitted. The applicant presented additional information to the board.

Board members received clarification that the proposed materials for this project are wood and the foundation is already in place.

Toney Johnson moved to approve the application as presented and Alex Griggs seconded; the motion carried unanimously.

2. **424 3rd Ave:** Bowman Group, applicant, intends to construct 15 single family detached homes on a vacant lot per specifications submitted. The applicant indicated to staff prior to the meeting they intend to appear at the October 2022 meeting of the board.

Toney Johnson moved to table the application and Libby Smith seconded; the motion carried unanimously.

V. NEW BUSINESS

1. Request information from Inspections and Code

2522 Harding Drive: Ask Inspections and Code to watch property and surrounding area for window changes

715 1st Ave: Unauthorized gate and fence installation

Board members indicated significant concern and dissatisfaction with surveillance of and enforcement within our Historic Districts. Board members requested an audience with staff from Inspections and Code to ascertain ways to better enforce board decisions and identify violators.

2. Inform board members of upcoming training opportunities

Staff reminded board members of upcoming training opportunities.

3. Discuss proposed additions to Design Guidelines

Board members discussed the proposed additions to the board's Design Guidelines. Alex Griggs moved to approve adding the below language to the Design Guidelines.

- a) *If an application lacks representation at its first board hearing the Board of Historic and Architectural Review may table the application until the following month's meeting and request staff contact the applicant; if the application continues to lack representation at the next month's meeting the board may accept, reject or table the application as presented.*
- b) *The board may deny an application for lack of representation at the application's first board hearing if the application significantly regarded previously completed work.*

- c) *Staff shall make efforts to contact applicants that are not present for their applications first hearing and report results of said efforts to the board on the Friday after any board meeting.*

Alex Griggs moved to approve the proposed addition of solar guidelines via the National Park Service to the boards design guidelines and Jack Hayes seconded; the motion carried unanimously.

VI. Adjournment

The Chair adjourned the meeting.

BOARD OF HISTORIC AND ARCHITECTURAL REVIEW

MINUTES

Item #3.

Citizen Services Center | Council Chambers
3111 Citizens Way Columbus, GA
October 11, 2022 | 3:30 PM

I. CALL TO ORDER / ESTABLISH QUORUM

The acting chair called the meeting to order. In attendance were Toney Johnson, Claire Berry, Emily Fournoy (Acting Chair), Alex Griggs, Fran Carpenter, Katie Bishop and Tyler Pritchard.

II. APPROVAL OF MINUTES AND STAFF REPORT

Alex Griggs moved to approve the staff report and minutes and Claire Berry seconded; the motion carried unanimously.

III. NEW CASES:

1. **524 Broadway:** James Crane, applicant, intends to install gutters per specifications submitted. Allison Slocum read the staff report and the applicant presented their case. Alex Griggs received confirmation from the applicant the gutters would be made of aluminum.

Alex Griggs moved to approve the application as presented, noting the applicant stated they will use aluminum gutters. Claire Berry seconded and the motion carried unanimously.

2. **1240 Wynnton Road:** Cargill Design Build Remodel Inc., applicant, intends to construct a dumpster enclosure per specifications submitted. Allison Slocum read the staff report and the applicant presented their case. Alex asked what the exterior door would be made of; applicant stated they would use aluminum but are open to changes.

Alex Griggs moved to approve the application as presented and Katie Bishop seconded; the motion carried unanimously.

3. **514 1st Ave:** Sia Etemadi, applicant, intends to demolish a portion of the existing structure, add 3 windows to existing structure and construct a screened in porch per specifications submitted. Allison Slocum read the staff report and the applicant presented their case. The applicant requested to modify the application to include raising of the home 16 inches to a final height of 3 feet 6 inches.

The applicant clarified they intend to construct a brick skirt around the foundation. The applicant also explained how they intend to make the addition visually distinct from the historic structure via the roof design. The board discussed the appropriateness of cementous siding compared to wood; staff indicated Cementous siding has been allowed on additions in the past.

The applicant indicated to the board they would mimic the soffit and window board detail from the front on the rear screen porch addition.

Alex Griggs moved to approve the application as presented and Claire Berry seconded; the application carried unanimously.

4. **620 Broadway:** Renee Roth, applicant, intends to reveal an existing (currently obscured) window, remove an existing window and install front porch railings and balusters per specifications submitted. Allison Slocum read the staff report and the applicant presented their case.

Applicant stated the chimney will have to be rebuilt; intends to rebuild to original specification and reuse original bricks where possible.

The board noted the current spindles installed are not appropriate and recommended the applicant seek custom turned spindles that are appropriate.

Toney Johnson moved to approve the application as presented and Fran Carpenter seconded; the motion carried unanimously.

5. **615 2nd Ave:** Donald Franklin, applicant, intends to construct a back yard storage shed per specifications submitted. Allison Slocum read the staff report and the applicant presented their case.

Toney Johnson moved to approve the application as presented and Tyler Prichard seconded; the motion carried unanimously.

6. **Linwood Cemetery Plot:** Candace Muncy, applicant, intends to construct 3.5 to 4ft tall fencing around an existing cemetery plot to match surrounding existing fences per specifications submitted. Allison Slocum read the staff report and the applicant presented their case.

The board received confirmation from the applicant the fence would be installed inside existing bricks and will not feature a gate (only an opening). The style of the fence will be the same as the perimeter fencing on site.

Toney Johnson moved to approve the application as presented and Claire Berry seconded; the motion carried unanimously.

7. **831 6th Ave:** Friendship Baptist Church, applicant, seeks modification of a prior approval for signage installation. Allison Slocum read the staff report and the applicant presented their case. The board received clarification on where the new signage was intended to be installed (on the corner of 6th Ave and 9th St).

The board discussed different options with the applicant for displaying a digital sign on site and ways to incorporate the LED display into existing elements.

Alex Griggs moved to table the application and Toney Johnson seconded; the motion carried unanimously.

IV. **TABLED CASES**

1. **424 3rd Ave:** Bowman Consulting Group, applicant, has submitted an updated site plan for the proposed construction of townhomes.

The applicant provided and explained an updated site plan detailing the parking in the rear per the boards instructions.

Rob McKenna, representing the applicant, explained his interpretation of Georgia State Law that requires municipalities not outright ban the condominium form of ownership. Board members discussed the potential zoning mismatch of the property and proposed use while noting they are a design and architecture board.

Fran Carpenter inquired if some homes would have walls without windows; the applicant stated some homes do lack windows on some walls and it's a vestige of the townhome design the proposal is based on. The applicant stated they would discuss adding windows with their engineers.

Emily Flournoy asked about fencing/gates on the property as well as any need for dumpsters and associated enclosures; the applicant stated they are planning on having those elements but they are not shown in the plan. The board also inquired about the houses incorporating a crawlspace (16"-20") in the design that should be displayed on updated elevations.

Toney Johnson listed the information the board would like to see for review of this proposal: Fencing information, dumpster enclosure information, a site plan detailing the above features and updated renderings displaying the proposed crawl space feature.

Katie Bishop moved to table the application and Alex Griggs seconded; the motion carried unanimously.

V. NEW BUSINESS

1. Request information from Inspections and Code

715 1st Ave: Fence/Gate installed without COA

2. Update board members on enforcement and surveillance efforts of historic districts/properties

Staff updated the board on enforcement and surveillance efforts and communications with the Inspections and Code department.

VI. ADJOURNMENT

The Chair adjourned the meeting.

BOARD OF HISTORIC AND ARCHITECTURAL REVIEW

MINUTES

Item #3.

Citizen Services Center | Council Chambers
3111 Citizens Way Columbus, GA
November 14, 2022 | 3:30 PM

I. CALL TO ORDER / ESTABLISH QUORUM

1. Chair and Vice Chair elections

Due to a high case load the chair opted to delay elections.

II. APPROVAL OF MINUTES AND STAFF REPORT

The board took no action on this item.

III. NEW CASES:

1. **524 Broadway:** James Crane, applicant, seeks permission for constructed brick staircase to remain

The applicant presented their case and explained the miscommunication resulting in the unauthorized work. The board discussed the staircase as constructed and the appropriateness compared to the prior wooden stair case. Toney Johnson moved to deny the application and Alex Griggs seconded; the motion carried unanimously.

2. **710 Front Ave:** River Valley Regional Commission, applicant, intends to install a metal gate
Rex Wilkinson read the staff report and the applicant presented their case. The applicant explained the need for the gate (restricting access to unauthorized people) and the context of the area. Toney Johnson moved to approve the application and Alex Griggs seconded; the motion carried unanimously.

3. **1627 18th Ave:** Kate Brown, applicant, intends to replace all existing windows in the home

Allison Slocum read the staff report and the applicant presented their case. Alex Griggs explained to the applicant that wholesale replacement of windows is not a best practice in historic preservation. The board detailed other options available to the applicant including repair and storm windows and recommended the applicant reach out to staff about alternatives. Toney Johnson Moved to deny the application and Alex Griggs seconded; the motion carried unanimously.

4. **635 Broadway:** Sia Etemadi, applicant, intends to construct a back porch addition

Allison Slocum read the staff report and the applicant presented their case. Toney Johnson received confirmation regarding the flooring and that the roof would be shed roof. Toney Johnson moved to approve the application and Libby Smith seconded; the motion carried unanimously.

5. **739 1st Ave:** Michael Moore, applicant, intends to construct a detached garage

Allison Slocum read the staff report and the applicant presented their case. The board inquired about potential mismatches between written descriptions and materials shown including the garage door and roofing material. The applicant explained this was in error and the plans could be updated to reflect the correct materials. The board reiterated a desire to have any application changes detailed in writing for record keeping. Alex Griggs moved to table the application to allow receipt of corrected plans; Claire Berry seconded and the motion carried unanimously.

6. **113 7th St:** Robert Haven, applicant, intends to construct a rear addition

Allison Slocum read the staff report and the applicant presented their case. Emily Flourney inquired about the proposed windows and if they would be true or simulated divided light; the applicant indicated they would use whatever is appropriate. Alex Griggs moved to approve the application conditional upon receipt of details regarding the proposed windows; Toney Johnson seconded and the motion carried unanimously.

7. **2807 10th Ave:** Jack Kinsman, applicant, intends to erect a portable building to the rear of the home

Allison Slocum read the staff report; no applicant was present. Toney Johnson moved to deny the application and Katie Bishop seconded; the motion carried unanimously.

8. **1506 6th Ave:** Paul Ludwig Coro Realty, LLC, applicant, intends add two entrance doors modify the façade of the existing structure

Allison Slocum read the staff report and the applicant presented their case. Emily Flourney recommended no hand rails be installed if possible to minimize façade disruption. The board discussed the proposed modification and the existing slope. Alex Griggs moved to approve the application as presented with the recommendation that handrails not be installed if possible; Claire Berry seconded and the motion carried unanimously.

9. **1527 3rd Ave:** Ken Henson, applicant, intends to install signage

Allison Slocum read the staff report and the applicant presented their case. Toney Johnson moved to approve the application as presented and Alex Griggs seconded; the motion carried unanimously.

10. **612 Broadway:** Ken Henson, applicant, intends to construct a rear addition, convert a greenhouse into a garage and modify the southern façade of the home

Allison Slocum read the staff report and the applicant presented their case. The board opted to address this application in parts due to it's complexity. The board received confirmation the aforementioned greenhouse is being converted into a garage, not demolished; the applicant also stated the greenhouse will be reclad.

Alex Griggs moved to approve the addition as presented and Toney Johnson seconded; the motion carried unanimously.

Katie Bishop moved to approve the greenhouse transformation and Toney Johnson seconded; the motion carried unanimously.

11. **620 Broadway:** Sia Etemadi, applicant, intends to construct a back porch addition

Allison Slocum read the staff report and the applicant presented their case. The board received confirmation the porch on the rear is now missing. Toney Johnson moved to approve the application as presented and Alex Griggs seconded; the motion carried unanimously.

12. **1904 13th St:** Kristen Campbell, applicant, intends to construct fencing

Allison Slocum read the staff report and the applicant presented their case. The board received confirmation the proposed fence would match the adjacent fence in materials and design. Alex Griggs moved to approve the application as presented and Claire Berry seconded; the motion carried unanimously.

IV. TABLED CASES

1. **424 3rd Ave:** Bowman Consulting Group, applicant, has submitted requested additional information

No applicant was present for this case. The board received guidance and updated information from staff regarding the proposal.

2. **831 6th Ave:** Friendship Baptist Church, applicant, has provided updated renderings on sign concepts

The applicant presented updated rendering of the proposed electronic sign. Katie Bishop moved to approve the application as presented and Alex Griggs seconded; the motion carried unanimously.

V. NEW BUSINESS

1. Request information from Inspections and Code

No requests were made

2. Update board members on enforcement and surveillance efforts of historic districts/properties

No update was given due to time constraints

VI. ADJOURNMENT

The chair adjourned the meeting



KCBC NON-PROFIT BOARD MEETING MEETING MINUTES

January 11, 2023

Columbus Water Workers (Environmental Service Training Room) | 1420 54th St, Columbus, Georgia 31904

KCBC Director: Lisa Thomas-Cutts

Non-profit Board Members Present: William Kent (virtual), Arsburn "Oz" Roberts, Stacy Mote, Karon Henderson, John Brent, Jason Cooper

Members Absent: Gloria Weston-Smart, Carolyn Tigner, Herman Lewis Jr., Elliott Waddell III

Meeting called to order at 9:05AM

Introduction & Minutes

President, William Kent, called the meeting to order and allowed everyone to introduced themselves. Mr. Kent was leading the meeting remotely through assistance from Columbus Water Works staff member, Amy Tucker. Executive Director, Lisa Cutts, briefly asked Mr. Kent about the secretary for the nonprofit board, and he stated that board member, Carolyn Tigner, is the secretary and will be contacting her soon in regard to her position with the non-profit board.

William proceeded to give a brief overview of the agenda and allowed time for members to review the previous meeting minutes from August 9, 2022.

Overview of the financial report was next on the agenda.

Financial Report

William elaborated on the financial reports for December 2022. He began to emphasize how during the 2022 *Help-The-Hooch* project, KCBC did not receive as much revenue as previous years due to delayed timing and not incorporating the golf tournament.

Next, Lisa proceeded to elaborate on the remaining funds from the *Peachy Clean* campaign and explained how approval was received for continuation to absorb all funds into the current year (2023). She stated that in year 2022, a portion of the funds were used towards the *Help-The-Hooch* project and various community engaging events. Mrs. Cutts also indicated that the current remaining funds would be utilized for upcoming 2023 projects, and community outreach events. Discussions of the *Peachy Clean* funds were concluded by Lisa stating it is her goal to utilize the remaining funds by the first quarter of this year. This would allow to move forward with applying for grants for future projects.

Lisa then discussed the grant recently received from The Fort Trustee Fund, Community Foundation of Chattahoochee Valley (Tracy E.D. Spencer); emphasizing the recent deposit of the grant on financial reports for members to review.

William proceeded the elaborate further on the profit & loss financial reports; highlighting the fact of accounts being in good stands in KCBC general checking account; yet, noting that no fundraisers have been done for the year 2022.

Oz Roberts then asked Mr. Kent the process of receiving funds from the Recycling campaign and the Litter campaign. Mr. Kent responded by stated that the Recycling campaign, formally titled *Household Hazardous Waste Recycling*, was separated from the 2022 *Help-The-Hooch* event than done in previous years. Lisa then verified William's response and stated she will get with KCBC's accountant, Ann McNeer, for clarification on the Recycling campaign and will follow up with the board.

A motion was made to approve the financial reports and this portion of the agenda.

John Bret, initiated thoughts on receiving grants from a company *Rivers Alive* in Fort Benning, stating this was done in previous years as a source of income for upcoming KCBC projects. William stated he was familiar with organization and that they do not give out monetary donations; however, they do supply a linked amount of items such as giveaways, bookmarks, and t-shirts to organizations if requested within an ample amount of time.

Lisa added by stating she reached out to Rivers Alive during the planning process of the 2022 Help-The-Hooch, but due to the delayed timing and the low amount of items they would've donated, it was not enough to suffice the need of the event and additional purchases would still be necessary.

Jason Cooper proceed to state how the *Terracon Foundation* has grants that are given towards specific programs, emphasizing that applications are received starting mid-February and are due on March 31st, 2023. He ended by stating organizations can receive the grant every two years and was confident on chances of KCBC receiving approval.

Oz Roberts began discussing grants KCBC received in previous years from AFLAC; emphasizing that they meet quarterly. Lisa responded by stating she was familiar with the grants as well and concluded this topic by having Mr. Roberts sending over all information pertaining toward the process of continuing to receive funds from AFLAC.

In conclusion, Karen Henderson asked Lisa if she's though about going before council to present all upcoming events such as the mayor's golf tournament. Lisa responded that it is her goal to get a proclamation made for this event, especially since it will be the inaugural Mayor's golf tournament, and to emphasis the need for more participation from all council members. Mrs. Cutts also stated how all upcoming events would be included within council meeting packages soon.

KCBC Event Updates

Lisa began by explaining the outcomes of the 2022 Help-The-Hooch project and stating the need to begin the planning process for 2023 Help-The-Hooch. She proceeded to discuss the Christmas Tree Recycling project; final data for this event was not available during the meeting due to Chattahoochee River Conservancy Interim Director, Natalie Downey, testing positive for COVID, but will send final results out for members review once received.

Mrs. Cutts continued by highlighting the various community outreach events attended in 2022 and revamping the KCBC mascot, now known as Sustainable Scrappy.

Mrs. Cutts closed with discussion of getting back involved in the schools and having direct contact with Muscogee County School District Director of Communication, Kimberly Wright.

Discussion of KCBC upcoming events was next on the agenda.

2023 Projects & Programs

An outline for upcoming events for 2023 was presented.

Lisa discussed the preliminary stages of the *Arbor Day Celebration* and how she has upcoming meetings with various organizations such as UGA for partnership. Date for this event was set for Saturday, February 18, 2023.

Mrs. Cutts continued by discussing the *Shred Day* event that will be partnered with Columbus Technical College for this year. She stated the event is set for March 2023; however, is still in the process of getting an official vendor. Lisa also added that she will be seeking a donation from the vendor of this event since money is made from the items recycled. More information to come.

William began to elaborate on the *Inaugural Mayor's Golf Tournament*, briefly brainstorming ideas for the event and dates to meet with the board member Jason Cooper. Oz Roberts then initiated the idea of making the event into a mayor's challenge through the surrounding areas; members Karen Henderson and John Bret concurred. Lisa ended this topic by stating flyers for the event will be sent out to all members to share.

Lisa proceeded to begin talks of the Keep America Beautiful “*Great American Clean-up*” project. She stated how the event was not held in 2022 due lack of timing, but it will take place this year. More information to come.

Item #3.

Mrs. Cutt proceeded to allow Oz Roberts to discuss the *Annual Awards Luncheon*. After much deliberation amongst all attendees, the date of the luncheon was solidified for May 17th, 2023, and it was decided that Gloria Western-Smart will assist Lisa with the process how the selection of the nominees are made for the awards.

KCBC board of commissioners was next on the agenda.

Commission Officers

Lisa began by giving an update on the process of reducing the board of commissioners and the approval. She stated that the terms of all current commissioners will remain in position until they expire. Due lack of communication and participation from commissioners, a discussion was made on declaring seats vacant; Lisa briefly shared information that was also provided by the clerk of council.

Future discussions were made about appointing new members. John Bret shared his thoughts, and Jason Cooper suggested the possibility of appointing members from Young Professionals of Columbus. Lisa concurred with the idea and stated she will discuss the possibility of this with the appropriate personnel.

This concluded this portion of the agenda.

Closing Remarks

William opened the floor for questions and concerns for the upcoming initiatives.

For informational purposes, Lisa briefly discussed the Keep America Beautiful conference she will attend in Washington, DC on February 20th – 23rd.

Oz Roberts highlighted a list of city weekend events taking place in honor of Dr. Martin Luther King Jr.

Caryn Hammond added by encouraging members to follow all KCBC social media and to subscribe to CCG-TV for the latest episodes of KCBC News.

William closed the meeting by thanking all attendees for their presents.

Meeting adjourned at 10:35AM

Next Meeting: February 6, 2023

Respectfully submitted,

Caryn Hammond

Caryn Hammond, Administrative Assistant

MINUTES

The quarterly meeting of The Medical Center Hospital Authority Board of Trustees was held on Wednesday, April 27, 2022, in the conference center at Piedmont Columbus Regional Midtown.

Members Present: Susan McWhirter, M.D., Chair, Alpna Arora, Mike Burns, Brenda DeRamus, John Hargrove, Rodney Mahone, Rick McKnight

Member Excused: Max Brabson, Jr.

Others Present: Laura Drew, Scott Hill, Allen Holladay, Bill Tustin, Andrew Rothschild

I. Approval of Minutes

On motion by Mr. Hargrove, seconded by Mrs. Arora, the minutes of the January 26, 2022 meeting were approved as submitted.

II. Review of Operations and approval of Financial Statements Period Ending March 31, 2022

A. The Medical Center Hospital Authority

The proceeds from the sale of Azalea Trace are reflected in the financials under other income. The project utilizing the funds received from the City for the widening of Talbotton Road will begin soon and will include fencing and landscaping. Total income year-to-date March 31, 2022 was \$210,157 versus prior year of \$347,017. Total expenses were \$247,574 versus the prior year of \$218,878. Net income was \$590,036 versus the prior year of \$128,139.

B. Spring Harbor

Operating income for year-to-date March 31, 2022 was \$442,000 versus the budget of \$761,000. Total occupancy was 78.9% versus the target of 82%. Independent living was 172 versus the target of 178. Health care occupancy was 61.2% versus the target of 65%. Operating income at \$442,000 was versus the target of \$761,000. Occupancy has improved over fiscal year 2021. There were some residents that moved to health care from independent living. Operating expenses were above target due to wage adjustments that were made to assist Spring Harbor in remaining competitive in the market. A new food service company was brought in which has resulted in the improvement of the food quality.

C. Piedmont Columbus Regional

There was an anomaly in the financials for the month of March. Midtown had higher volumes than the past several years but an accounting adjustment for Blue Cross/Blue Shield erased much of what was made on income.

There were month ending March 31, 2022 earnings after regional allocations of \$3.6 million on a budget of \$7.9 million. Year-to-date earnings after regional allocations were \$69.9

million on a budget of \$57.6 million. The pediatrics ED volumes continue to be below budget. There will be some changes made to revenues in the fourth quarter due to the extra funding received from Medicare for the COVID patients that will go away.

There has been an extreme amount of contract labor within the Piedmont Healthcare system during COVID. The system has been paying \$52 million a month for contract labor. Piedmont Columbus Regional has approximately \$6 million per month in contract labor expense. The system is working on the elimination of contract labor.

On motion by Mr. McKnight, seconded by Mr. Hargrove, the board adopted the financial/operations report for Spring Harbor and Piedmont Columbus Regional, and the financial statements for The Medical Center Hospital Authority for year-to-date ending March 31, 2022, as presented by Mr. Holladay and discussed.

Attention was called to the Spring Harbor bond covenants compliance report. Spring Harbor is back in compliance with the bond covenants except for the occupancy covenant. This area continues to be under a waiver by BBVA.

III. Muscogee County Indigent Care Program Update

Year-to-date March 31, 2022, total utilization was \$14.4 million. Payments received were \$13.7 million. Year-to-date utilization was 57.74% versus the target utilization of 50%. There is the potential that funds will need to be returned to the City again this year.

IV. Approval Audit Engagement Letter

Attention was called to the audit letter submitted by Dixon Hughes Goodman. The firm will audit the financial statements of the Authority and Spring Harbor and present the results to the Hospital Authority Board. The fee for the audit is \$62,300 for the Spring Harbor audit and \$16,800 for the Authority audit.

On motion by Mr. Mahone, seconded by Mr. McKnight, the board unanimously approved the engagement of Dixon Hughes Goodman to perform the audit of the Authority and Spring Harbor as presented by Mr. Holladay and discussed.

Mr. Holladay presented two engagement letters from Dixon Hughes Goodman concerning the preparation of Form 990s for year ended June 30, 2021 and June 30, 2022. The estimated fees for the preparation of the year ending June 30, 2021 Form 990 is \$3,100 and the estimated fees for the preparation of the year ending June 30, 2021 Form 990 is \$3,200.

V. Approval of Spring Harbor Fiscal Year 2023 Operating and Capital Budgets

The operating budget was presented and discussed. It is anticipated that operations will return to closer to pre-COVID performance. The budget includes a 4% increase in resident fees. Occupancy for independent living is projected to increase by two. On the health care side, there are projected increases in census for skilled nursing, personal care and memory support. An RFP

for the employees insurance coverage was sent out to assist with expense control. The property casualty coverage was also put out for bid. The food service contract is being renegotiated. There will be an increase in the rates, but it is felt that a decrease of the original increase quoted for management and salaries will be received.

The capital budget was presented and discussed. Included is partial phase 2 of the Bistro project. The Spring Harbor Foundation may be able to fund the \$375,000 allotted for this project. The additional items on the budget are in line with past infrastructure items.

It is important for Spring Harbor to meet budget. Expenses must be kept in line due to inflation. Management at Spring Harbor feels the budget can be achieved.

Spring Harbor has more competition in the area than in the past, but there are no true CCRCs at this time. The Lodge, when built, will be more like Spring Harbor but will not have some of the services that Spring Harbor offers.

On motion by Mr. McKnight, seconded by Mrs. DeRamus, the fiscal year 2023 operating and capital budgets were approved as submitted and discussed.

VI. Spring Harbor Debt

When the debt for Spring Harbor was refinanced five years ago, the bond holders were taken out and BBVA became the only holder of the debt. There are fifteen years left on this debt issue. Work has been performed with SmartBank on refinancing this debt which will need to be refinanced by the end of calendar year 2022. PNC Bank, which bought BBVA, was approached and asked if they would allow for the early pay off of the debt and they agreed. The new rate will be 3.11% which will be lower than what the rate would be in December. The total debt is \$27 million. Since Spring Harbor has significant cash on hand, \$10 million will be paid down on the debt prior to refinancing. This will improve the funding ratio.

On motion by Mrs. Arora, seconded by Mr. McKnight, the board approved the refinancing of the Spring Harbor debt as presented by Mr. Holladay and discussed.

VII. Spring Harbor Update

There were no other items to report for Spring Harbor.

VIII. Approval Lease of 1018 Talbotton Road to Pezold Management

The Medical Center Hospital Authority was approached and asked if the City could lease the Three Arts Theater lot for additional parking for the screening services of potential jurors. The screenings are being held in the old Health and Human Services building on Comer Avenue. Family Holdings Sub, LLC, a subsidiary of Pezold Management, owns the old Health and Human Services building and inquired about leasing the lot from The Hospital Authority for \$400 per month and then they would lease the lot to the City. This is a short term lease because we are exploring potential uses as a farm for raising crops that would assist the low income population in the area.

This information was emailed to the board members earlier and an electronic vote approved this action. The board is being requested to ratify the electronic vote.

On motion by Mr. Mahone, seconded by Mrs. Arora, the board ratified the electronic approval for the lease of the lot located at 1018 Talbotton Road to Family Holdings Sub, LLC as presented by Mr. Holladay and discussed.

IX. Report from Chairman

There was no report from the Chairman.

X. Report from Piedmont Columbus Regional

There was no report from Piedmont Columbus Regional.

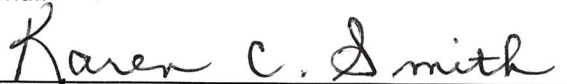
XI. Other

There were no other items for discussion.

XII. Executive Session

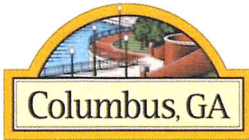
On motion by Mr. Hargrove, seconded by Mrs. Arora, the Authority, on advice of legal counsel, then went into executive session, closed to the public, to discuss matters described below pursuant to exemption from the Open Meetings Act set forth at O.C.G.A. §50-14-3(a)(6)(C) which permits closure of any meeting of the governing authority of a public hospital in which the granting, restriction or revocation of medical staff privileges is discussed; pursuant to the exemption from the Open Meetings Act set forth at O.C.G.A. §50-14-2 which permits closure of any meeting to consult with legal counsel pertaining to pending litigation brought by or against an "agency"; and also pursuant to the exemption from the Open Meetings Act set forth in the Georgia Hospital Authorities Law §50-31-75.2 which permits closure in executive session to allow discussion of a potentially commercially valuable proposal or strategy that may be of "competitive advantage" in the operations of the Authority or its medical facilities that has not been made public. The members voting to go into executive session were all those who were initially present, being Susan McWhirter, M.D., Chair, Alpna Arora, Mike Burns, Brenda DeRamus, John Hargrove, Rodney Mahone, and Rick McKnight.

Chair

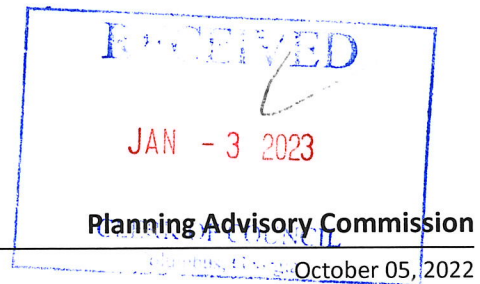


Assistant Secretary

DEC 7th



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT



Item #3.

MINUTES

A meeting of the Planning Advisory Commission was held Wednesday, October 05, 2022, in the Council Chambers of the Citizen Service Center.

Commissioners Present:

Chairperson: Larry Derby
Vice Chairperson: James Dudley
Commissioners: Ralph King, Shelia Brown, Patricia Weekley, Gloria Thomas, Patrick Steed
Virtually:
Absent: Brad Baker, Xavier McCaskey

Staff Members: John Renfroe, Principal Planner

Others Present:

CALL TO ORDER: Chairperson called the meeting to order at 9:03 a.m. All in attendance stood for the pledge of allegiance to the American Flag. He explained the rezoning process to the audience.

APPROVAL OF MINUTES: Chairperson asked for a motion on the minutes. Chairperson made a motion to submit the minutes as accepted. No changes or additions by other commissioners. Motion carries, minutes accepted.

- 1. REZN-09-22-1673:** A request to rezone 0.65 acres of land located at 7513 Veterans Parkway. Current zoning is LMI (Light Manufacturing / Industrial). Proposed zoning is GC (General Commercial). The proposed use is Retail. Garrett Wright is the applicant. This property is located in Council District 2 (Davis).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area A
Current Land Use Designation:	Light Manufacturing / Industrial
Future Land Use Designation:	General Commercial
Compatible with Existing Land-Uses:	Yes

Environmental Impacts:		The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:		Property is served by all city services.
Traffic Impact:		Average Annual Daily Trips (AADT) will increase to 141 up from 18 trips if used for commercial use. The Level of Service (LOS) will remain at level C.
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
School Impact:		N/A
Buffer Requirement:		<p>The site shall include a Category C buffer along all property lines bordered by the LMI zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> 1) 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 3) 30 feet undisturbed natural buffer.
Fort Benning's Recommendation:		N/A
DRI Recommendation:		N/A
Surrounding Zoning:	North South East West	GC (General Commercial) GC (General Commercial) LMI (Light Manufacturing / Industrial) LMI (Light Manufacturing / Industrial)
Attitude of Property Owners:		Twenty (20) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.
Approval		0 Responses

Opposition 0 Responses**Additional Information:** N/A

Chairperson asked if the Commissioners have any questions.

Garret Wright, applicant of 2520 Wynnton Road, came forward to present the case. Mr. Wright stated the area is generally focused on general commercial and detailed the surrounding area and businesses.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

Commissioner King moved to approve the proposed rezoning as presented and Commissioner Thomas seconded; Case passes (6-0 Physical / 0-0 Virtual).

2. REZN-09-22-1674: A request to rezone 0.81 acres of land located at 3201 / 3203 / 3205 / 3209 / 3213 / 3215 / 3217 / 3223 6th Avenue. Current zoning is RMF2 (Residential Multifamily 2) / LMI (Light Manufacturing / Industrial). Proposed zoning is RMF1 (Residential Multifamily 1) with conditions. The proposed use is Single Family Housing. Truth Springs is the applicant. This property is located in Council District 8 (Garrett).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area F
Current Land Use Designation:	Single Family Residential
Future Land Use Designation:	Single Family Residential
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 56 trips up from 30 trips if used for residential use. The Level of Service (LOS) will remain at level B.
Traffic Engineering:	This site shall meet the Codes and regulations of

the Columbus Consolidated Government for residential usage.

School Impact:

N/A

Buffer Requirement:

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

- 1) **5 feet** with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet.
- 2) **10 feet** with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.
- 3) **20 feet** undisturbed natural buffer.

Fort Benning's Recommendation:

N/A

DRI Recommendation:

N/A

Surrounding Zoning:

North
South
East
West

RMF2 (Residential Multifamily 2)
NC (Neighborhood Commercial)
RMF2 (Residential Multifamily 2)
RMF1 (Residential Multifamily 1)

Attitude of Property Owners:

Fifty (50) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.

Approval
Opposition

0 Responses
0 Responses
N/A

Additional Information:

Chairperson asked if the Commissioners have any questions.

Carrie Strickland of Truth Springs at 3314 5th Ave came forward to present the case. Mrs. Strickland explained the ongoing redevelopment, the programs offered by Truth Springs and the need for the proposed rezoning to create needed housing.

Commissioner Dudley received clarification that Truth Springs is a product of the Highlands Community Church but now separate. Commissioner Thomas asked if they plan to replace all properties they demolish; the applicant explained they are building new homes on vacant lots and renovating existing homes. Commissioner King asked for clarification about the proposed

conditions; Mr. Renfroe explained the condition is for a 10' foot front setback so new homes will match existing. Commissioner Brown asked if they would be rental or owned; the applicant explained they will be mostly rental to match existing resident preferences. Commissioner Steed inquired about the rental rate for the homes; the applicant explained its income based and capped at 25% of the resident's income (generally comes out to \$400-\$600/month).

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

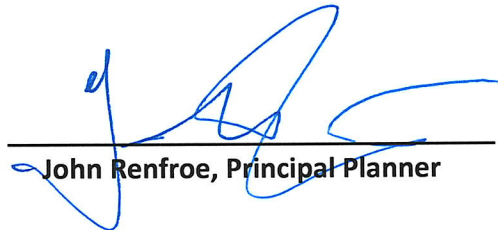
Commissioner King moved to approve the proposed rezoning as presented and Commissioner Dudley seconded; Case passes (6-0 Physical / 0-0 Virtual).

NEW BUSINESS: None

OLD BUSINESS: None

ADJOURNMENT: 9:21 AM

RECORDING: <https://www.youtube.com/watch?v=fRErdVQ2Xz8>


Larry Derby, Chairperson
John Renfroe, Principal Planner



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

CLERK OF COUNCIL
Planning Advisory Commission

December 07, 2022

RECEIVED

JAN - 9 2023

Item #3.

MINUTES

A meeting of the Planning Advisory Commission was held Wednesday, December 07, 2022, in the Council Chambers of the Citizen Service Center.

Commissioners Present:

Chairperson: Larry Derby

Vice Chairperson: James Dudley

Commissioners: Ralph King, Brad Baker, Xavier McCaskey, Patricia Weekley, Gloria Thomas, Patrick Steed

Virtually:

Absent: Shelia Brown

Staff Members: John Renfroe, Principal Planner

Others Present:

CALL TO ORDER: Chairperson called the meeting to order at 9:00 a.m. All in attendance stood for the pledge of allegiance to the American Flag. He explained the rezoning process to the audience.

APPROVAL OF MINUTES: Chairperson asked for a motion on the minutes. Chairperson made a motion to submit the minutes as accepted. No changes or additions by other commissioners. Motion carries, minutes accepted.

- 1. REZN-11-22-2158:** A request for a text amendment to amend the text of the Unified Development Ordinance (UDO) in regards to Condominiums and Cryptocurrency Mining.

John Renfroe reads the staff report:

A request to amend the text of the Unified Development Ordinance (UDO) for various uses.

UNIFIED DEVELOPMENT ORDINANCE REVISIONS (Explanation of Revisions)

- 1. Explanation of Revisions: Amend Section 13.1.1 by adding a definition for *Dwelling, condominium*.**

When the UDO was adopted in 2005, a definition was not included for this use. The 1984

Zoning Ordinance (the prior ordinance) included said definition. The verbiage below is taken from said previous ordinance.

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p>XXX</p>	<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p>Dwelling, condominium means a unit in a series or in multi-unit type structure which may be owned or leased by an individual, firm, or corporation who may have common use of all related activities associated with the structure.</p>

2. Explanation of Revisions: Amend Section 3.1.1 by adding Banquet Facilities and Assembly Halls as permitted uses in the Central River District (CRD) zoning district.

Use	H I S T	R E 1 0	R E 5	R E 1	R T	S F 1	S F 2	S F 3	S F 4	R M F 1	R M F 2	M H P	U P T	C R D	N C	R O	C O	G C	S A C	L M I	H M I	T E C H	N O T E S
Assembly Hall													P	P				P					
Banquet Facilities													P	P	P	S E		P					

3. Explanation of Revisions: Amend Table 3.1.1 by adding Cryptocurrency Mining as a Special Exception Use in the HMI zoning districts.

This proposed use establishes locations where cryptocurrency mining operations may be sited in Muscogee County and conditions that must be met in order to protect the public health, safety, and general welfare of county residents. The high energy consumption of cryptocurrency mining operations runs can be disruptive. Equipment at these facilities has the potential to create noise pollution that negatively impacts nearby residents, businesses, and wildlife. In addition, electronic waste from cryptocurrency mining operations contains heavy metals and carcinogens that have the potential to damage human health, and air and water quality if not handled correctly.

Use	H I S T	R E 1 0	R E 5	R E 1	R T	S F 1	S F 2	S F 3	S F 4	R M F 1	R M F 2	M H P	U P T	C R D	N C	R O	C O	G C	S A C	L M I	H M I	T E C H	N O T E S
Cryptocurrency Mining																					S E		*

4. Explanation of Revisions: Add new Section 3.2.77 Cryptocurrency Mining to Chapter 3, Article 2. Additional Standards Applicable to Specific Uses.

Section 3.2.77 Cryptocurrency Mining.

Cryptocurrency Mining shall comply with the standards listed below:

- A. *Distance from Residential Dwellings and/or Residential Zones.* Cryptocurrency mining shall be a minimum of 750 feet from a residential dwelling, units, institutional dwelling units, and residentially zoned properties.
- B. *Special Exception Use.* Cryptocurrency mining shall only be permitted as Special Exception Use as approved by City Council.
- C. *Renewable Energy.* These facilities shall be required to develop or purchase sufficient new renewable energy (from the appropriate utility) to offset 100 percent of the electricity consumed by the cryptocurrency mining operation. To meet this condition, the cryptocurrency mining operation must be able to establish that their actions will introduce new renewable energy onto the electrical grid beyond what would have been developed otherwise.
- D. *Sound Limit.* A sound limit emitted from this operation as measured at the property line shall not exceed 60 decibels.
- E. *Storage units.* The use of cargo containers, semi-truck trailers, and other storage containers for any component of the operation shall be prohibited.
- F. *Structures.* Mining operations shall take place in a permanent structure with a valid Certificate of Operation.

5. Explanation of Revisions: Table 4.3.3 by adding Cryptocurrency Mining parking requirements.

Off-Parking Street Parking Standards

Category of Use	Parking Spaces Required	Additional Standards
(GSF= Gross Square Feet)		
Recreation		
Cryptocurrency Mining	5 total spaces	N/A

6. Explanation of Revisions: Amend Section 13.1.1 by adding a definition for *Cryptocurrency mining*.

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p>XXX</p>	<p>Sec. 13.1.1. Definitions.</p> <p>Section 13.1.1</p> <p><i>Cryptocurrency mining</i> means the operation of specialized computer equipment for the purpose of mining one or more blockchain-based cryptocurrencies, such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware for mining operations as well as equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers.</p>

7. Explanation of Revisions: Amend Section 4.2.24 by adding *storage locations* requirements.

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Sec. 4.2.24 Storage of Recreational Vehicles, Boats, and Trailers</p> <p>Section 4.2.24</p> <p>XXX</p>	<p>Sec. 4.2.24 Storage of Recreational Vehicles, Boats, and Trailers</p> <p>Section 4.2.24</p> <p>E. Storage Location. Storage of Recreational Vehicles, Boats, and Trailers on the right-of-way is prohibited.</p>

Chairperson asked if the Commissioners have any questions.

Planning Department Director Will Johnson came forward to explain the proposed text amendment; the first proposed amendment simply places the definition of a condominium in the Unified Development Ordinance. The definition proposed is the definition from the 1984 Zoning Ordinance. The second text amendment adds banquet/assembly hall as a use to the Central Riverfront District to correct an earlier oversight. Commissioner Dudley received confirmation from Will Johnson that businesses were already operating in this manner in the Central Riverfront District. The third proposed text amendment concerns cryptocurrency mining, a nuisance operation with a number of negative externalities. The text amendment will, among other requirements, restrict cryptocurrency mining to heavy manufacturing issues, require a special exception and establish required buffers. Commissioner Dudley received confirmation from Will Johnson that any project would need to come before council ultimately to be approved. The final portion of the proposed text amendment would prohibit the parking of recreational vehicles in the right of way.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

Commissioner King moved to approve the proposed rezoning as presented and Commissioner Dudley seconded; Case passes (7-0 Physical / 0-0 Virtual).

2. REZN-11-22-2184: A request for a text amendment to amend the text of the Unified Development Ordinance (UDO) in regards to Short Term Rentals.

John Renfroe reads the staff report:

Request to amend the text of the Unified Development Ordinance (UDO) to revise the text of Chapter 4 Section 9 – Short-Term Rentals.

UNIFIED DEVELOPMENT ORDINANCE REVISIONS
(Explanation of Revisions)

1. Explanation of Revisions: Add new Chapter 4 Section 9 – Short-Term Rentals.
(Explanation provided by Inspections & Codes Director Ryan Pruitt)

ARTICLE 9. - SHORT-TERM RENTALS

Section 4.9.1. Intent; purpose.

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods.

Section 4.9.2. Definitions; general provisions.

Code compliance verification form is a document executed by a short-term unit owner certifying that the short-term unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

Owner-occupied property refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental certificate. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Muscogee County Voter's Registration Card or 4) other documentation of permanent residence satisfactory to the Director.

Short-term rental unit means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit, either the primary structure or any approved accessory dwelling is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all single family and multi-family housing types and shall exclude group living or other lodging uses, as described in Chapter 3 and defined in Chapter 13, respectively, of the Unified Development Ordinance of the Columbus Consolidated Government. A short-term rental unit may not include a motor vehicle as defined in Title 40 of the Official Code of Georgia Annotated.

Short-term rental permit is the permit issued by the Director of the Department of Inspections and Code to applicants who have submitted the required documentation and met the requirements set for in this Article for the operation of a short-term rental unit.

Short-term rental occupants means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

Short-term rental agent means a natural person designated by the owner of a short-term rental on the short-term rental permit application. Such person shall be available for and responsive to contact at all times and someone who is customarily present at a location within the city for purposes of transacting business.

Section 4.9.3. Short-term rental permit.

No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term rental, as defined in Section 4.9.2, without first obtaining a short-term rental permit pursuant to the regulations contained in this Article and then obtaining a business license from the Revenue Division of the Department of Finance. No permit issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

Section 4.9.4. Application for short-term rental permit.

- A. Applicants for a short-term rental permit shall submit, on an annual basis, an application for a short-term rental permit to the Director of Inspections and Code Enforcement. The application shall be furnished under oath on a form specified by the city manager, accompanied by a non-refundable application fee in the amount of \$40.00 or as may be revised in the city's annual budget ordinance or such other ordinance as may later be passed by Council. Both the applicant and short-term rental agent will consent to a criminal background check which will be reviewed by the Department before the application is accepted for processing. If any required background check reveals felonies within the last ten (10) years or a misdemeanor involving moral turpitude within the last five (5) the application will not be accepted for processing. Such application should include:
1. The name, address, telephone and email address of the owner(s) of record of the dwelling unit for which a permit is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, including personal contact information;
 2. The address of the unit to be used as a short-term rental;
 3. The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
 4. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements.

5. The number and location of parking spaces allotted to the premises;
 6. The owner's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
 7. Any other information that this chapter requires the owner to provide to the city as part of an application for a short-term rental permit. The city manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
- B Attached to and concurrent with submission of the application described in this section, the owner shall provide:
1. The owner's sworn code compliance verification form;
 2. A written exemplar agreement, which shall consist of the form of document to be executed between the owner and occupant(s) and which shall contain the following provisions:
 - (A) The occupant(s)' agreement to abide by all of the requirements of this chapter, any other Columbus Consolidated Government ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
 - (B) The occupant(s)' acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the City's noise ordinance;
 - (C) The owner and occupant(s)' acknowledgement that the unit is not being leased for and will not be advertised, promoted, or have any amenities provided for the purposes of providing any adult entertainment as defined in Article VI of Chapter 14 of the Columbus Code or providing Escort Services as defined in Article VII of Chapter 14the Columbus Code; and
 - (D) The occupant(s)' acknowledgement and agreement that violation of the agreement or this chapter may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city.
 3. Proof of the owner's current ownership of the short-term rental unit;
 4. Proof of insurance satisfactory in accordance with administrative guidelines published by the Columbus Consolidated Government; and
 5. A written certification from the short-term agent that he or she agrees to perform the duties specified in Subsection 4.9.5.8.
- C. Permit holder shall publish a short-term rental permit number in every print, digital, or internet advertisement and any property listing in which the short-term rental is advertised.

Section 4.9.5. -Short-term rental agent.

- A. The owner of a short-term rental shall designate a short-term rental agent on its application for a short-term rental permit. A property owner may serve as the short-term rental agent. Alternatively, the owner may designate a natural person as his or her agent

who is over age 18.

- B. The duties of the short-term rental agent are to:
1. Be reasonably available to handle any problems arising from use of the short-term rental unit;
 2. Appear on the premises of any short-term rental unit within two hours following notification from the city of issues related to the use or occupancy of the premises. This includes, but is not limited to, notification that occupants of the short-term rental unit have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of the Columbus Consolidated Government Code of Ordinances or other applicable law pertaining to noise, disorderly conduct, overcrowding, consumption of alcohol or use of illegal drugs. Failure of the agent to timely appear to two or more complaints regarding violations may be grounds for penalties as set forth in this chapter. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation;
 3. Receive and accept service of any notice of violation related to the use or occupancy of the premises; and
 4. Monitor the short-term rental unit for compliance with this chapter.
- C. In the event the short-term rental agent is replaced by another agent, the Owner will apply for a new short term rental permit with the correct short-term rental agent designated within thirty (30) days of such change.

Section 4.9.6. Grant or denial of application.

~~Review of an application shall be conducted within two days and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.~~

All of-record property owners adjacent to a proposed [short-term vacation rental](#) shall be notified of the use prior to the issuance of an initial short-term vacation rental certificate. Notification shall be issued by the short-term vacation rental applicant and proof of notification provided to the city. The notification to the property owners shall include:

1. Street address of the proposed short-term vacation rental;
2. Location of any on-site parking for [short-term vacation rental occupants](#);
3. Maximum occupancy requirements;
4. Copy of the short-term vacation exemplar rental agreement;
5. Name of the property owner(s); and
6. Name of rental agent and contact information.

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state, or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

Section 4.9.7. Short-term rental units.

- A. A legible copy of the short-term rental unit permit shall be posted within the unit and include all of the following information:
 - 1. The name, address, telephone number and email address of the short-term rental agent;
 - 2. The short-term rental unit permit number;
 - 3. The maximum occupancy of the unit;
 - 4. The maximum number of vehicles that may be parked at the unit; and
- B. Short-term rental units must be properly maintained and regularly inspected by the owner to ensure continued compliance with applicable zoning, building, health and life safety code provisions.
- C. The short-term rental unit current business license shall be posted within the unit.
- D. A window/door sticker, provided by the Inspections and Code Department, shall be placed on the front door of the short-term rental unit for public safety purposes.
- E. Each rental unit is limited to no more than 16 occupants.
- F. There shall be no change in the exterior appearance of the dwelling and premises, or other visible evidence of the conduct of a short-term rental unit.
- G. A minimum stay is considered twenty-four (24) hours. Short-term rental units shall not be rented for less than 24 hours.

Section 4.9.8. Short-term rental unit regulation procedure.

- A. To ensure the continued application of the intent and purpose of this chapter, the Columbus Georgia Convention and Visitor's Bureau ("the CCVB") shall maintain and make available to appropriate Consolidated Government officials a list of all short-term rental units as defined by this Article, and the CCVB will also notify the owner of any short-term rental unit it identifies of the requirements of this Article and the permit application process.
- B. The Department of Inspections and Code shall maintain for each short-term rental location file a record of all code violation charges, founded accusations and convictions occurring at

or relating to a short-term rental unit. When a property owner has accumulated three code violations for a particular property within a period of 12 consecutive months, the Department of Inspections and Code shall revoke any pending permits and reject all applications for the subject premises for a period of 12 consecutive months.

- C. If a short-term rental unit owner has been cited and found to be in violation of any zoning, building, health or life safety code or other violations, the owner must demonstrate compliance with the applicable code prior to being eligible to receive a short-term rental permit.

- D. Citations for code violations and any other violation of the city code shall be heard by the recorder's court of Muscogee County. Violations of this chapter, including but not limited to operating a short-term rental unit without obtaining a short-term rental permit and a business license are subject to the following fines, which may not be waived or reduced, and which may be combined with any other legal remedy available to the City:
 - (1) First violation: \$500.00.
 - (2) Second violation within the preceding 12 months: \$750.00.
 - (3) Third violation within the preceding 12 months: \$1,000.00.

- E. A person aggrieved by the city's decision to revoke, suspend or deny a short-term rental permit may appeal the decision to the city manager or his appointed designee. The appeal must be filed with the city manager's office in writing, within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. Timely filing of an appeal shall stay the revocation, suspension or denial pending a decision by the city manager.

- F. The city manager or appointed designee shall consider the appeal within 30 days after receipt by the city manager of a request unless otherwise agreed in writing by the city and aggrieved party. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The city manager shall render a determination, which will constitute a final ruling on the application.

- G. Nothing in this section shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, police officer, or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

Section 4.9.9. Taxes.

Short-term rental unit owners are subject to state sales tax, city taxes, including but not limited to the hotel/motel tax, and are liable for payment thereof as established by state law and the

city code. The city may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

Section 4.9.10. Historic District Limitations.

- A. In areas designated as Historic Districts as defined in Section 9.3.7, for parcels of land that are not owner-occupied, as defined in Section 4.9.2, short-term vacation rentals are limited within each Historic District as provided below:

Downtown Historic District – 44
 Weracoba/St. Elmo Historic District – 49
 High Uptown Historic District – 5
 Liberty Heritage Historic District – 7
 Waverly Terrace Historic District – 16
 Wildwood Circle Historic District – 11
 Wynnton Village Historic District – 27
 Peacock Woods/Diamond Circle – 12
 Dinglewood Historic District – 2
 Wynn’s Hill Overlook Historic District – 26

- B. Permits for non-owner-occupied short term vacation rentals subject to the above stated limits shall be issued on a first come first served basis with a preference being given to any owner who has a current permit from the previous year that has remained in good standing. In the event the property owner fails to timely make application for a new annual permit, then this preference is lost, and that owner must wait for the next available space.

2. New definition: Add *Short-term rental unit* definition to Chapter 13.

Short-term rental unit means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit, either the primary structure or any approved accessory dwelling is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all single family and multi-family housing types and shall exclude group living or other lodging uses, as described in Chapter 3 and defined in Chapter 13, respectively, of the Unified Development Ordinance of the Columbus Consolidated Government. A short-term rental unit may not include a motor vehicle as defined in Title 40 of the Official Code of Georgia Annotated. Such units shall be permitted and licensed in accordance with the requirements of Article 9 of Chapter 4 of this UDO.

Chairperson asked if the Commissioners have any questions.

Inspections and Code Director Ryan Pruett came forward to explain the proposed text amendment. Ryan Pruett explained the history of the short term rental issue in the city and

evolution of tax collection via the service providers instead of homeowners directly. Mr. Pruett explained the ongoing issues with proliferation of short term rentals including the use of them as “party houses”. The proposed text amendment will require notification of the adjacent property owners with contact information as well as placement of a sticker identifying the house as a rental. The proposed text amendment will also establish a maximum load capacity and minimum rental times. Another element of the proposed text amendment will limit the number of short term rentals in the cities historic districts with some exceptions for owner-occupied rentals.

Commissioner Baker asked about the number of short term rentals already active; Mr. Pruett provided the number (approximately 30 with another 15-20 operating without permit). Mr. Pruett also explained the application procedure for short term rentals to Commissioner Baker and potential penalties for operating illegally. Mr. Pruett also explained how the department enforces short term rental enforcement currently. Commissioner Thomas received clarification about how 3 citations may result in a homeowners business license being revoked. Commissioner Baker and Dudley asked about the cities recourse for short term rentals operating illegally; Mr. Pruett explained that the department will issue citations and review the publicly available listings in the city. Mr. Pruett also stated the department received letters of support from the Historic Preservation Society and the Weracoba-St Elmo Historic District society.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning?

Verona Campbell of 716 1st Ave came forward with concerns; she stated there are currently 50 operating in the downtown historic district. She stated the neighborhood is a growing, prosperous area with numerous young children now living in the district and that the commissioners should consider the detriment that potential “party homes” bring to the district. Commissioner King asked Mr. Pruett about the proposed percentage system; Mr. Pruett stated the proposed cap of 10% (44 parcels in the downtown historic district) is lower than Savannah and they feel an appropriate number. Currently legally operating short term rentals may continue to renew their licenses.

Richard Bishop of 609 Broadway came forward to express support of shutting down illegally operating short term rentals while expressing concern about involving the police with this issue while they deal with other high priority issues.

Fran Carpenter of 739 Broadway came forward to speak on the issue. She explained the tight knit character of the district and the importance of their neighborhood watch and knowing community members. Fran Carpenter inquired about what constitutes a violation, the frequency of the violation over time and how fines are levied. Mr. Pruett explained any violation of ordinance would constitute a violation, including nuisance offenses and operating illegally. Commissioner Dudley received clarification that owner occupied rentals would not contribute to the cap and Mr. Pruett stated a large majority of short term rentals are whole

homes and the owner occupied units typically do not cause any trouble. Commissioner Baker received clarification that accessory dwelling units are not approved as short term rentals.

Suzanne Widenhouse, chief tax appraiser, came forward to express concern with the ability of people to rent out portions of their home and still retain the homestead exemption illegally on the rented portion as well as people avoiding tax on real property, including furnishing, inside short term rentals. She also stated that large numbers of rentals in a community drive down home values. She also recommended the cap on short term rentals be lowered below 10%.

Commissioner King asked what could be done now about people operating without a license; Mr. Pruett stated they are currently operating on a complaint basis. Commissioner Baker received confirmation that the various websites offering short term rental services do not require proof of local licensure. Commissioner Thomas received clarification that the short term rental license is good for one year and renewed yearly and Mr. Pruett explained how enforcement works. Commissioner King stated he believed the 10% cap was too high.

Chance Chancellor of 732 Broadway came forward to express support of lowering the cap, particularly with the exception for owner occupied, to avoid situations like an entire block being short term rentals. Mr. Chancellor also explained they have had issues with hourly rentals in the district. He also explained many of the short term rental owners are out of town LLCs that are not responsive to enforcement. Mr. Pruett explained that out of town owners are a challenge and the permitting process does require an accessible contact in town.

Verona Campbell of 716 First Ave came forward to speak regarding ADU (Accessory Dwelling Units); she stated that allowing accessory dwelling units constitute a good use of property, allow aging in place and diversity of incomes to live in a community. She stated that the community already has a mixed use character and the commissioners should consider the heavy load rentals place on the community.

John Stewart of 1608 Springer St came forward to speak against the proposed text amendment. He stated the park district is a strong residential district and should be kept that way and that the cap should be lower than 10%. Commissioner Dudley asked commissioners to consider the district residents and be flexible in their recommendation.

Commissioner King moved to approve the text amendment with the amendment that the cap be lowered to 5%; Commissioner King also asked the Inspections and Code department to enforce these rules. Commissioner Baker received clarification that the currently legally operating short term rentals would be able to renew their license and operate in good standing indefinitely (contingent on meeting all requirements). Commissioner King added a recommendation to revoke business licenses indefinitely for home owners that have 3 violations.

Commissioner Dudley received confirmation from Mr. Pruett that these caps only apply to historic districts and the department would have to respond to a new concentration of short

term rentals by establishing new districts to meter them.

Commissioner King restated they have a motion to approve the text amendment with the amendments that the cap be lowered to 5% and licenses be revoked permanently after 3 violations of ordinance.

Commissioner King moved to approve the proposed rezoning as presented and Commissioner Baker seconded; Case passes (7-0 Physical / 0-0 Virtual).

3. REZN-11-22-2066: A request to rezone 0.83 acres of land located at 1200 / 1226 6th Avenue. Current zoning is LMI (Light Manufacturing / Industrial). Proposed zoning is UPT (Uptown). The proposed use is Office, Business & Professional. Jack Hayes is the applicant. This property is located in Council District 7 (Woodson).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area D
Current Land Use Designation:	Public / Institutional
Future Land Use Designation:	High Density Mixed Use
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 118 trips up from 63 trips if used for commercial use. The Level of Service (LOS) will remain at level A.
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
School Impact:	N/A
Buffer Requirement:	N/A

Fort Benning's Recommendation: N/A

DRI Recommendation: N/A

Surrounding Zoning:	North	UPT (Uptown)
	South	LMI (Light Manufacturing / Industrial)
	East	LMI (Light Manufacturing / Industrial)
	West	LMI (Light Manufacturing / Industrial)

Attitude of Property Owners: **Fifteen (15)** property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.

Approval	0 Responses
Opposition	0 Responses

Additional Information: N/A

Chairperson asked if the Commissioners have any questions.

Jack Hayes with G2 Commercial Real Estate of 5607 Whitesville Road came forward to explain the proposed rezoning. Mr. Hayes stated the area around the parcel in question is being rapidly redeveloped and the change from LMI to UPT would allow the parcel to be better used in the changing district.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

Commissioner Baker moved to approve the proposed rezoning as presented and Commissioner McCaskey seconded; Case passes (7-0 Physical / 0-0 Virtual).

4. REZN-11-22-2067: A request to rezone 0.40 acres of land located at 1947 Wynnton Road. Current zoning is RO (Residential Office). Proposed zoning is GC (General Commercial). The proposed use is Market (Package & Liquor Store). Wesley Godwin is the applicant. This property is located in Council District 3 (Huff).

John Renfro reads the staff report:

General Land Use: Consistent
Planning Area D

Current Land Use Designation: General Commercial

Future Land Use Designation: Mixed Use

Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 153 trips up from 23 trips if used for commercial use. The Level of Service (LOS) will remain at level B.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
School Impact:	N/A								
Buffer Requirement:	N/A								
Fort Benning's Recommendation:	N/A								
DRI Recommendation:	N/A								
Surrounding Zoning:	<table> <tr> <td>North</td><td>RO (Residential Office)</td></tr> <tr> <td>South</td><td>RO (Residential Office)</td></tr> <tr> <td>East</td><td>GC (General Commercial)</td></tr> <tr> <td>West</td><td>RO (Residential Office)</td></tr> </table>	North	RO (Residential Office)	South	RO (Residential Office)	East	GC (General Commercial)	West	RO (Residential Office)
North	RO (Residential Office)								
South	RO (Residential Office)								
East	GC (General Commercial)								
West	RO (Residential Office)								
Attitude of Property Owners:	Thirty (30) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.								
	<table> <tr> <td>Approval</td><td>0 Responses</td></tr> <tr> <td>Opposition</td><td>0 Responses</td></tr> </table>	Approval	0 Responses	Opposition	0 Responses				
Approval	0 Responses								
Opposition	0 Responses								
Additional Information:	N/A								

Chairperson asked if the Commissioners have any questions.

Commissioner Dudley inquired as to the nature of the calls received in opposition; Mr. Renfro stated the calls were simply generally in opposition to the amount of traffic generated and the

lack of need for liquor stores. Mr. Renfro explained how the proposal is not simply a package store but the classification is needed due to zoning ordinance.

Commissioner Dudley asked staff about the ongoing development in the area and what actors are involved; staff stated the developers appear to be separate entities.

Chandler Riley of Paige Scrantom law firm at 1111 Bay Ave came forward to explain the proposed rezoning. Mr. Riley explained the history of the property in question and showed visuals of what the proposed "market" would look like upon completion. Mr. Riley also described the applicant's history as a resident of the neighborhood and detailed the firms involved in the project. Mr. Riley proceeded to show a zoning map of the area and detailed what the surrounding uses are and how the project is compatible with those uses.

Mr. Riley detailed the proposed "market" development called "Midtown Provisions" that would feature high end and locally sourced items and explained the actors collaborating on the project; Mr. Riley stated the developers anticipate approximately 60% of sales to be alcohol; he further explained the proposed market would not sell cigarettes or lottery tickets. Mr. Riley stated the proposed operating hours should be about 9AM to 9PM contingent on demand; they do not intend to be a late night store and will feature security and a clean, safe environment. He further detailed how the property is served by utilities and will not reduce the traffic rating of B and how the proposal would generate jobs, both temporary and permanent while reactivating a now unused office building and increased revenue for the city.

Mr. Riley detailed the applicants outreach effort to Councilor Huff, Midtown Inc., neighbors and other community stakeholders. Mr. Riley also detailed the deed restrictions currently placed on the property that preclude a number of uses as well as restricting the future use of the property as a package store by future owners beyond Mr. Goodwin.

Commissioner Baker asked about the proposed egress/ingress of the proposal; Mr. Riley states the current driveway located on Eberhart Avenue would be retained to reduce impact to Wynnton Road. Commissioner McCaskey received confirmation the proposal would not feature a drive thru.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning?

Lizzie Holmquist of 1192 Munroe Ave came forward to speak in opposition to the proposal. She stated the closure of the adjacent Sunoco gas station had improved the character of the area and they finally feel comfortable in their home and fear a further increase of traffic in the area.

Commissioner Brown inquired as to the operating hours of the proposed development; Mr. Riley stated the proposal anticipates operating between 9AM to 9PM with potential to shrink that range and being open 7 days a week.

Commissioner King moved to approve the proposed rezoning as presented and Commissioner Thomas seconded; Case passes (7-0 Physical / 0-0 Virtual).

5. REZN-11-22-2068: A request to rezone 0.35 acres of land located at 8223 Cooper Creek Road. Current zoning is RO (Residential Office). Proposed zoning is SFR1 (Single Family Residential 1). The proposed use is Single Family Dwelling. Bernard Jones is the applicant. This property is located in Council District 6 (Allen).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area A
Current Land Use Designation:	Rural Residential
Future Land Use Designation:	Single Family Residential
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will decrease to 10 trips down from 20 trips if used for commercial use. The Level of Service (LOS) will remain at level B.
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.
School Impact:	N/A
Buffer Requirement:	The site shall include a Category A buffer along all property lines bordered by the NC zoning district. The 3 options under Category A are: <ol style="list-style-type: none"> 1) 5 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs /

ornamental grasses per 100 linear feet and a wood fence or masonry wall.

3) **20 feet** undisturbed natural buffer.

Fort Benning's Recommendation: N/A

DRI Recommendation: N/A

Surrounding Zoning:	North	NC (Neighborhood Commercial)
	South	SFR1 (Single Family Residential 1)
	East	SFR1 (Single Family Residential 1)
	West	RO (Residential Office)

Attitude of Property Owners: **Fifteen (15)** property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.

Approval	0 Responses
Opposition	0 Responses

Additional Information: N/A

Chairperson asked if the Commissioners have any questions.

Commissioner King asked about the requirement of the category A buffer; staff indicated it applies to the neighboring NC property.

Bernard Jones of 8215 Cooper Creek Road came forward to explain the proposed rezoning and the desire for the additional buffer. Commissioner King received confirmation that the applicant does not plan on building on the land in question aside from expanding an existing garden.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

Commissioner Weekley moved to approve the proposed rezoning as presented and Commissioner Baker seconded; Case passes (7-0 Physical / 0-0 Virtual).

6. REZN-11-22-2069: A request to rezone 1.78 acres of land located at 4030 Veterans Court. Current zoning is RO (Residential Office). Proposed zoning is GC (General Commercial). The proposed use is Auto/Truck Paint & Body Shop. Jon Rasmussen is the applicant. This property is located in Council District 2 (Davis).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area A								
Current Land Use Designation:	General Commercial								
Future Land Use Designation:	General Commercial								
Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 123 trips up from 101 trips if used for commercial use. The Level of Service (LOS) will remain at level C.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
School Impact:	N/A								
Buffer Requirement:	N/A								
Fort Benning's Recommendation:	N/A								
DRI Recommendation:	N/A								
Surrounding Zoning:	<table> <tr> <td>North</td><td>RO (Residential Office)</td></tr> <tr> <td>South</td><td>GC (General Commercial)</td></tr> <tr> <td>East</td><td>RO (Residential Office)</td></tr> <tr> <td>West</td><td>GC (General Commercial)</td></tr> </table>	North	RO (Residential Office)	South	GC (General Commercial)	East	RO (Residential Office)	West	GC (General Commercial)
North	RO (Residential Office)								
South	GC (General Commercial)								
East	RO (Residential Office)								
West	GC (General Commercial)								
Attitude of Property Owners:	Ten (10) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.								
Approval	0 Responses								
Opposition	0 Responses								

Additional Information: N/A

Chairperson asked if the Commissioners have any questions.

Scott Boyce of 3580 Massie Lane came forward to explain the proposed rezoning on behalf of his client Mr. Rasmussen. The proposed development would be the applicants second body shop in Columbus and third in the region. Mr. Boyce stated the use is consistent with the future land use map and current uses.

Commissioner Dudley received confirmation from staff that a neighboring apartment development being finished did not comment on the proposed rezoning.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

Commissioner Steed moved to approve the proposed rezoning as presented and Commissioner King seconded; Case passes (7-0 Physical / 0-0 Virtual).

7. REZN-11-22-2070: A request to rezone 0.18 acres of land located at 6330 Lynnridge Avenue. Current zoning is SFR3 (Single Family Residential 3). Proposed zoning is RO (Residential Office) with conditions. The proposed use is Office, Business & Professional. Columbus Botanical Gardens is the applicant. This property is located in Council District 5 (Crabb).

John Renfroe reads the staff report:

General Land Use:	Inconsistent Planning Area A
Current Land Use Designation:	Multifamily
Future Land Use Designation:	Single Family Residential
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 10 trips up from 9 trips if used for commercial use.

		The Level of Service (LOS) will remain at level C.
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
School Impact:		N/A
Buffer Requirement:		The site shall include a Category C buffer along all property lines bordered by the SFR3 zoning district. The 3 options under Category C are: <ol style="list-style-type: none"> 1) 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 3) 30 feet undisturbed natural buffer.
Fort Benning's Recommendation:		N/A
DRI Recommendation:		N/A
Surrounding Zoning:	North	SFR3 (Single Family Residential 3)
	South	SFR3 (Single Family Residential 3)
	East	SFR3 (Single Family Residential 3)
	West	SFR3 (Single Family Residential 3)
Attitude of Property Owners:		Twenty (20) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no (0) calls and/or emails regarding the rezoning.
	Approval	0 Responses
	Opposition	0 Responses
Additional Information:		N/A

Chairperson asked if the Commissioners have any questions.

Commissioner Dudley received confirmation the proposed rezoning is to allow an administration office for the Botanical Garden that will not have signage. Commissioner Baker

received confirmation that the condition relating to signage is only for free standing signage and would allow a sign to be placed on the front door.

Austin Gibson with Paige Scrantom of 1111 Bay Ave came forward to explain his client's proposed rezoning. Mr. Gibson displayed an overview of the future layout of the Botanical Garden and the location of the property to be rezoned as well as the uses of the surrounding properties. He also displayed a proposed site plan of the property to be rezoned and explained how the renovation of the property will not change it's appearance as a single family home. Mr. Gibson reiterated the proposed development is only for back office work, will have limited hours of operation and not host visitors.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning? No one came forward.

Commissioner Baker moved to approve the proposed rezoning as presented and Commissioner Thomas seconded; Case passes (7-0 Physical / 0-0 Virtual).

NEW BUSINESS:

Mr. Renfroe explained the proposed meeting schedule and application deadlines for 2023.

Commissioner Baker moved to approve the meeting schedule and Commissioner Dudley seconded; the motion carried unanimously.

Commissioner Thomas moved to adjourn, and Commissioner Baker seconded; the motion carried unanimously (7-0 Physical / 0-0 Virtual).

OLD BUSINESS: None

ADJOURNMENT: 10:40 AM

RECORDING:



Larry Derby, Chairperson



John Renfroe, Assistant Planning Director

**MINUTES OF THE
RETIREE HEALTH BENEFITS COMMITTEE
February 16, 2022**

MEMBERS (PRESENT/ABSENT)	P	A	OTHERS ATTENDING	P	A
Peri Johnson, Chairperson	X		Vanessa Stephens, NFP	X	
Larry Campbell		X	Tammi Starkey, NFP		X
Tom Barron	X		Todd Hooper, NFP	X	
Mike Massey	X		Sheila Holt, NFP	X	
Renee McAneny	X		Cynthia Holliman	X	
Shirley Gaultney, Advisory Member	X		Sheila Risper	X	
Lester Ray Massey, Advisory Member		X			
Jack Kinsman, Advisory Member		X			
Saundra Hunter, Advisory Member		X			
William “Billy” Watson, Advisory Member		X			
Reather Hollowell, Ex-Officio	X				

CALL TO ORDER AND ATTENDANCE REPORT:

Peri Johnson, Chairperson called the meeting to order.

--- (10:00 AM)

AGENDA AND DISCUSSION:

- The minutes of the November 17th (2021) meeting were reviewed and approved.
- Reather Hollowell gave an update on RBC member vacancies following Sandra Hunter’s (former METRA director) commitment as an advisory member of the RBC. Additional post-65 retirees interested in serving, continue to be contacted regarding the vacant regular member opening.
- NFP gave an update on the Columbus Consolidated Government’s post enrollment data as well as items from the previous United Health Care call.
- Concerning post-enrollment participation for retirees, a total of 48 retirees completed enrollment with 24 completing online, 22 completing via the call center, and 2 completing with an enroller. Renewal recap reported Medicare Advantage renewal from United Healthcare was -2% with no increase to Anthem BlueCross BlueShield pre-65 cost retiree cost. The Anthem renewal on dental was negotiated from 8% to 5% and Anthem renewal on vision was negotiated from 0% to -3%.
- Concerning the request by Mike Massey for an analysis of the pre-65 retirees going into a United Health Care plan, the United Healthcare Retiree Solutions underwriting team declined to quote when NFP requested it.

There being no further business, the meeting was adjourned.

--- (10:15AM)

Submitted by:

Amaris B. Fryer
Administrative Assistant, Human Resources

**MINUTES OF THE
RETIREE HEALTH BENEFITS COMMITTEE
May 18, 2022**

MEMBERS (PRESENT/ABSENT)	P	A	OTHERS ATTENDING	P	A
Peri Johnson, Chairperson		X	Vanessa Stephens, NFP	X	
Larry Campbell	X		Tammi Starkey, NFP	X	
Tom Barron	X		Todd Hooper, NFP		X
Mike Massey		X	Sheila Holt, NFP	X	
Renee McAneny	X		Cynthia Holliman	X	
Shirley Gaultney, Advisory Member		X	Sheila Risper	X	
Lester Ray Massey, Advisory Member		X			
Jack Kinsman, Advisory Member		X			
Saundra Hunter, Advisory Member		X			
William “Billy” Watson, Advisory Member		X			
Reather Hollowell, Ex-Officio	X				

CALL TO ORDER AND ATTENDANCE REPORT:

Larry Campbell, Member called the meeting to order.

--- (9:55 AM)

AGENDA AND DISCUSSION:

- The minutes of the February 16th (2022) meeting were not reviewed and approved by committee members due to there being no in-person quorum. Voting of said meeting minutes was postponed to the next meeting scheduled for August 17th (2022).
- Reather Hollowell - gave an update on the executive order of the governor of Georgia regarding attendance for city boards/committees. Due to the expiration of the executive order, all boards/committees (including the Retiree Health Benefits Committee) are required to have a quorum of at least three (3) in-person members to maintain voting procedures.
- Reather Hollowell – gave an update on the Retiree Health Benefits Committee’s member vacancies and reappointments. Tom Barron received a nomination for reappointment on the committee which was approved by Council during the May 10th (2022) council meeting.

**Additional post-65 retirees interested in serving, continue to be contacted regarding the vacant regular member opening.*

- Vanessa Stephens, NFP – presented a United Health Care benefits update. Communication strategies implemented post the February Retiree Health Benefits committee meeting include:
 1. 2022 STARS Just Checking In Outbound Call (Targeted MA/MAPD members).
 2. 2022 STARS Monthly eNews Email – March (Targeted MA/MAPD members).
 3. 2022 STARS HouseCalls Materials (Targeted MA/MAPD members).
- Tammi Starkey, NFP - gave a Pre-65 Retiree Benefits Update including how claims are running on the Anthem plan as well as the fiscal budget proposed to Council on May 3rd (2022). The average cost per participant on the Anthem plan was reported to be a little over \$10,000 for 2021 (a near 14.5% increase over 2020). Factors impacting the claims on the Anthem plan include increased utilization of office visits, outpatient/inpatient costs, and high-cost claims.

**MINUTES OF THE
RETIREE HEALTH BENEFITS COMMITTEE**

May 18, 2022

The projected increase of office visit copays (primary care physician and specialist) was reported to be \$10 (effective January 1, 2023).

**Pay advice statements will be sent to retirees to reflect the changes in pay and benefits.*

There being no further business, the meeting was adjourned.

--- (10:42AM)

Submitted by:

Amaris B. Fryer
Administrative Assistant, Human Resources

**MINUTES OF THE
RETIREE HEALTH BENEFITS COMMITTEE
August 17, 2022**

MEMBERS (PRESENT/ABSENT)	P	A	OTHERS ATTENDING	P	A
Peri Johnson, Chairperson		X	Vanessa Stephens, NFP	X	
Larry Campbell	X		Tammi Starkey, NFP	X	
Tom Barron	X		Todd Hooper, NFP		X
Mike Massey		X	Sheila Holt, NFP	X	
Renee McAneny	X		Cynthia Holliman	X	
Shirley Gaultney, Advisory Member		X	Sheila Risper		X
Lester Ray Massey, Advisory Member		X			
Jack Kinsman, Advisory Member		X			
Saundra Hunter, Advisory Member		X			
William “Billy” Watson, Advisory Member		X			
Reather Hollowell, Ex-Officio	X				

CALL TO ORDER AND ATTENDANCE REPORT:

Larry Campbell, Member called the meeting to order.

--- (10:00 AM)

AGENDA AND DISCUSSION:

- The minutes of the February 16th and May 18th (2022) meetings were reviewed and approved by committee members.
- Reather Hollowell - gave an update on the executive order of the governor of Georgia regarding attendance for city boards/committees. Due to the expiration of the executive order, all boards/committees (including the Retiree Health Benefits Committee) are required to have a quorum of at least three (3) in-person members to maintain voting procedures.
- Reather Hollowell – gave an update on the Retiree Health Benefits Committee’s member vacancies and reappointments.

**Additional post-65 retirees interested in serving, continue to be contacted regarding the vacant regular member opening.*

- Vanessa Stephens, NFP – presented a Medicare Advantage Renewal update. United Health Care Enhancements for 2022 include:

1. Healthy at Home

- Designed to help members transition back home after an inpatient admission or convalescent stay.
- No additional cost
- Meals, transportation, in home personal care
- 2 meals per day for 2 weeks
- 12 rides to and from medical appointments or pharmacy for 30 days
- 6 hours in home care grocery shopping, housekeeping, meal prep, personal care

**MINUTES OF THE
RETIREE HEALTH BENEFITS COMMITTEE
August 17, 2022**

2. Renew Active

- Effective January 1, 2022 fitness benefit offered through renew active
- largest Medicare fitness network
- free gym memberships
- annual personalized fitness program

Due to the rising cost of health care, prescription drugs and impact of COVID-19 claims, there will be a health care premium rate increase for dependents effective January 1, 2022.

There being no further business, the meeting was adjourned.

--- (10:58 AM)

Submitted by:

Amaris B. Fryer
Administrative Assistant, Human Resources

**MINUTES OF THE
RETIREE HEALTH BENEFITS COMMITTEE
November 16, 2022**

MEMBERS (PRESENT/ABSENT)	P	A	OTHERS ATTENDING	P	A
Peri Johnson, Chairperson	X		Vanessa Stephens, NFP	X	
Larry Campbell	X		Tammi Starkey, NFP		X
Tom Barron	X		Todd Hooper, NFP	X	
Mike Massey	X		Sheila Holt, NFP		X
Renee McAneny	X		Cynthia Holliman		X
Shirley Gaultney, Advisory Member	X		Sheila Risper	X	
Lester Ray Massey, Advisory Member		X			
Jack Kinsman, Advisory Member		X			
Saundra Hunter, Advisory Member		X			
Reather Hollowell, Ex-Officio	X				

CALL TO ORDER AND ATTENDANCE REPORT:

Peri Johnson, called the meeting to order.

--- (10:05 AM)

AGENDA AND DISCUSSION:

- The minutes of the August 17, 2022, meeting were reviewed and approved by committee members.
- Cheryl Tate was welcomed as the newest member and fills the vacancy left by Esther Radcliff.
- Vanessa Stephens, NFP – presented an Open Enrollment update. 57 retirees completed open enrollment (25 completed online, 1 completed with a counselor, and 31 called the Call Center to complete open enrollment). NFP sent out a survey to receive feedback on open enrollment and how to improve.
- There was some discussion on the timing of open enrollment since people on Medicare have slightly different open enrollment dates. No action was taken.
- Vanessa will be out beginning mid-December and returning in mid-March due to child delivery and care.

There being no further business, the meeting was adjourned.

--- (10:20 AM)

Submitted by:

Amaris B. Fryer
Administrative Assistant, Human Resources Department



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Item #3.

Toll Free (877)819-6348

RIVER VALLEY REGIONAL COUNCIL MEETING

Buena Vista, GA

October 26, 2022

10:30 A.M.

Meeting Minutes

Council Members

(Counties Represented: 15)

Albert King, Vienna
Bobby Jenkins, Cuthbert
Bruce Hill, Oglethorpe
Carvel Lewis, Georgetown-Quitman, RVRC
Secretary
Charles Coffey, Chattahoochee
Chip Jones, Stewart
Darrell Holbrook, Webster
Greg Dominy, Schley
James Davenport, Clay
Jayson Griffin, Macon
Jerry "Pops" Barnes, Muscogee, RVRC Chair

Joe Lee Williams, Stewart
Maggie McGruther, Sumter
Melvin Crimes, Webster
Ransom Farley, Hamilton
Rebecca White, Randolph
Richard McCorkle, Marion
Tameka Harris, Taylor, RVRC Vice-Chair
Terrell Hudson, Dooly
Tom Queen, Taylor
Tony Lamar, Talbotton
Wesley Williams, Randolph

Members Not Attending

Barry Whitley, Butler
Bill McClellan, Schley
Byron Hickey, Columbus
Carl Oliver, Macon
Danny Blackmon, Georgetown-Quitman
Doug Ethridge, Harris
Eugene Cason, Dooly
J.R. Dowdy, Crisp
James R. "Bump" Welch, Marion
Jimmy Babb, Lumpkin
Joshua Deriso, Cordele

Kenneth Sumpter, Fort Gaines
Kevin Brown, Buena Vista
Lee Kinnamon, Americus
Mark Waddell, Sumter
Matt Gunnels, Marion
Pam Jordan, Talbot
Randy Howard, Sumter
Rob Grant, Harris
Sher'Londa Walker, Talbot
Skip Henderson, Columbus
Tim Biddle, Chattahoochee

Others Present

Saralyn Stafford, UGA Carl Vincent Inst.
Natalie Bock, UGA Carl Vincent Inst.
Marian McLemore, Flint Energies
Paul Farr, SGTC

Mac Moye, Stewart
Toyia Tucker, Columbus
Clark Harrell, Crisp
Deborah Jones, Randolph

RVRC Staff Attending

Jim Livingston, Executive Director
 Mariyana Kostov, GIS Manager
 Katie Howard, AAA Director
 Rick Morris, Planning Director
 Camille Bielby, Regional Planner
 Merri Spence, Executive Secretary

Gerald Mixon, Planning Director
 Blaine Hoskins, Regional Planner
 Allison Slocum, Regional Planner
 Emily Chambers, Finance Officer
 Tammy Collins, Finance Officer

WELCOME AND RECOGNITION OF VISITORS

Jerry “Pops” Barnes, Chair, brought the meeting to order, welcomed visitors and led the council in prayer. Vice-Chair Tameka Harris led the council in the Pledge of Allegiance.

APPROVAL OF SEPTEMBER MINUTES*

Council reviewed the September 28, 2022 meeting minutes which were emailed to members the previous week for their review. The minutes were also included in the council packets that were available at the meeting. There being no additions or changes, Chair Barnes requested a motion to approve minutes. Charles Coffey, Chattahoochee County, made the motion to approve the minutes as presented; Darrell Holbrook, Webster County seconded the motion. The motion passed with no opposition.

THE FUTURE OF ELECTRIC VEHICLES IN THE RIVER VALLEY REGION

Saralyn Stafford, Rural Development Manager with the UGA Carl Vinson Institute of Government introduced speakers, Natalie Bock, Research Professional with the UGA Carl Vinson Institute of Government and Marian McLemore, V.P. Cooperative Communications with Flint Energies.

Ms. Bock spoke about the infrastructure behind installing charging stations in communities and about the growing need for electric charging stations in our state. She explained that Georgia leads the Southeast in charging station infrastructure and has about \$135 million to use on the infrastructure through 2026. The plan is to develop alternative fuel corridors in the state and it’s a particular concern in the River Valley Region because as of now there are no corridors in our region. She shared the challenges and benefits of EVs in rural areas and stated that communities can partner with local EMCs, Georgia Power, Flint Resources and UGA to help get EV’s installed in their communities. She shared resources for funding and suggested to stay current on the GDOT and GBA websites.

Marian McLemore with Flint Energies spoke about the Go EVWhere program. She talked about rates, demands and optimal times for charging. Ms. McLemore explained the Flint EV Pilot Programs that include Drive Free for a Year and receive a \$33 per month bill credit for 12 months program. This program helps you get used to charging during off-peak hours. Another program is a \$2000 incentive to the first 10 commercial members who install an EV charging station. The third pilot program is to build an EV ready subdivision and receive \$500 per lot for 30 homes incentive.

Chattahoochee | Clay | Crisp | Dooly | Harris | Macon | Marion | Muscogee
 Quitman | Randolph | Schley | Stewart | Sumter | Talbot | Taylor | Webster

Emily Chambers, Finance Officer shared that the Budget Amendment 1 has been recommended by the Executive Committee. Its purpose is to adjust FY23 contracts to actual revenue amounts and to add the Aging Amendment that has been received since July. The overall effect of this amendment is a \$13k increase in projected change in fund balance in the General Fund. The amended projected fund balance/net position change is an increase of \$37,847 in the General Fund and an increase of \$18,906 in the Proprietary Funds.

Chair Barnes requested a motion to approve Budget Amendment 1. Carvel Lewis, Georgetown-Quitman made the motion to approve the amendment as presented; Albert King, Vienna seconded the motion. Motion was passed with no opposition.

RESCIND RVRC457(b) DEFERRED COMPENSATION PLAN ADDENDUM*

Jim Livingston, Executive Director explained that in 2009 when Middle Flint merged with River Valley, Middle Flint employees opted out of Social Security. The employees that opted out have requested to opt back in. Chair Barnes asked for a motion to approve the change to the Deferred Compensation Plan. Tom Queen made the motion to approve the change and James Davenport seconded the motion. The motion passed with no opposition.

BENEFIT DECLARATION DOCUMENT*

Jim Livingston, Executive Director explained the Benefit Declaration needs to be approved annually and the only change is adding dental insurance for 2023. The staff of the RVRC will pay for this insurance so it will not impact the regional commission budget. Chair Barnes asked for a motion to approve the Declaration Document. Carvel Lewis Georgetown-Quitman made a motion to approve and Albert King, Vienna seconded the motion. The motion passed unanimously.

STAFF REPORTS

Emily Chambers, Finance Officer reported through August, we had an increase in fund balance of \$148k in the operating funds, but \$125k of this are advanced grant revenues for which there have not been expenditures yet. Cash on hand in the General Fund on August 31 was \$863,376. Unassigned fund balance was \$1.12 million. The proprietary funds had a slight increase in net position and have cash on hand of \$1.3 million that is available for small business loans.

Katie Howard, AAA Director announced that the City of Columbus was in the process of adopting a Multi-Disciplinary Team (MDT) to investigate potential elder abuse crimes. This is similar to what happens with potential child abuse crimes. If other counties/cities would like more information on creating their own MDT, please contact AAA staff. She also went over the Wait List and potential uses of ARPA funds including addressing the Wait List and adopting pilot programs such as material aid to meet non-traditional needs of clients.

Rick Morris, Planning Director reported on adding tiny houses to the Unified Government of Georgetown-Quitman zoning ordinance land use section. Mr. Morris added that Talbot County also has a developer interested in building a tiny house subdivision in Talbot County.

The RVRC is in the process of updating the 2018 Regional Plan. He asked everyone to please complete the survey by either using the QR Code, by going to www.surveymonkey.com or by calling Allison Slocum at 706-256-2910.

ADJOURN

As there was no further business, Chair Barnes requested a motion for the meeting to be adjourned. Motion was made by Terrell Hudson, Dooly County, and seconded by Darrell Holbrook, Webster County. Meeting was adjourned.

December 7, 2022

Jerry “Pops” Barnes, Chair

Carvel Lewis, Secretary



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Item #3.

Toll Free (877) 819-6348

RIVER VALLEY REGIONAL COUNCIL MEETING

Buena Vista, GA

December 7, 2022

10:30 A.M.

Meeting Minutes

Council Members

(Counties Represented: 11)

Albert King, Vienna
Bruce Hill, Oglethorpe
Carvel Lewis, Georgetown-Quitman, RVRC
Secretary
Chip Jones, Stewart
James Davenport, Clay
Jayson Griffin, Macon
Jerry "Pops" Barnes, Muscogee, RVRC Chair
Joe Lee Williams, Stewart
Joshua Deriso, Cordele

Kenneth Sumpter, Fort Gaines
Kevin Brown, Buena Vista
Matt Gunnels, Marion
Ransom Farley, Hamilton
Tameka Harris, Taylor, RVRC Vice-Chair
Terrell Hudson, Dooly
Tom Queen, Taylor
Tony Lamar, Talbotton
Wesley Williams, Randolph

Members Not Attending

Barry Whitley, Butler
Bill McClellan, Schley
Bobby Jenkins, Cuthbert
Byron Hickey, Columbus
Carl Oliver, Macon
Charles Coffey, Chattahoochee
Danny Blackmon, Georgetown-Quitman
Darrell Holbrook, Webster
Doug Ethridge, Harris
Eugene Cason, Dooly
Greg Dominy, Schley
J.R. Dowdy, Crisp
James R. "Bump" Welch, Marion

Jimmy Babb, Lumpkin
Lee Kinnamon, Americus
Maggie McGruther, Sumter
Mark Waddell, Sumter
Melvin Crimes, Webster
Pam Jordan, Talbot
Randy Howard, Sumter
Rebecca White, Randolph
Richard McCorkle, Marion
Rob Grant, Harris
Sher'Londa Walker, Talbot
Skip Henderson, Columbus
Tim Biddle, Chattahoochee

Others Present

David McCoy, McNair, McLemore,
Middlebrooks & Co.
Ben Moser, United Way of the Chattahoochee
Valley

Saralyn Stafford, UGA Carl Vincent Inst.
Natalie Bradley, DCA

RVRC Staff Attending

Jim Livingston, Executive Director
 Mariyana Kostov, GIS Manager
 Katie Howard, AAA Director
 Rick Morris, Planning Director
 Camille Bielby, Regional Planner
 Merri Spence, Executive Secretary

Gerald Mixon, Planning Director
 Emily Chambers, Finance Officer
 John Morgan, Bike & Pedestrian Planner
 SheKella Prince, Financial Assistant
 Tammy Collins, Finance Officer

WELCOME AND RECOGNITION OF VISITORS

Jerry “Pops” Barnes, Chair, brought the meeting to order, welcomed visitors and led the council in prayer. Vice-Chair Tameka Harris led the council in the Pledge of Allegiance.

APPROVAL OF OCTOBER MINUTES*

Council reviewed the October 26, 2022 meeting minutes which were emailed to members the previous week for their review. The minutes were also included in the council packets that were available at the meeting. There being no additions or changes, Chair Barnes asked for a motion to approve the December minutes. The motion was made by Albert King, Vienna, and seconded by James Davenport, Clay County. The motion passed with no opposition.

APPROVE FINANCIAL AUDIT*

Chair Barnes introduced the RVRC Auditor, David McCoy with McNair, McLemore, Middlebrooks & Co., LLC. Mr. McCoy presented the FY22 Audit Report to the Council and noted that it was another clean audit with an unmodified opinion from the audit firm. A full review of the audit with Mr. McCoy was conducted by the Executive Committee and it was presented to the council with their recommendation for approval.

A link to this report can be found at [Microsoft Word - {665334A8-DE68-47A6-9B06-DB6555EB07AA} \(rivervalleyrc.org\)](https://www.rivervalleyrc.org/Microsoft%20Word-%20{665334A8-DE68-47A6-9B06-DB6555EB07AA}.docx)

Chair Barnes asked for a motion to approve the Audit Review. The motion was made by Bruce Hill, Oglethorpe and seconded by Tom Queen, Taylor County. The motion was passed with no opposition.

UNITED WAY OF THE CHATTAHOOCHEE VALLEY

Chair Barnes introduced the President and CEO of United Way of the Chattahoochee Valley, Ben Moser. Mr. Moser shared that in the Chattahoochee Valley all money is raised locally and deployed locally. United Way of the Chattahoochee Valley is a franchise in the United Way system but not part of the large global organization. The agency covers ten counties, nine in Georgia and one in Alabama. They cover Harris, Talbot, Taylor, Marion, Muscogee, Chattahoochee, Stewart, Quitman, Clay, and Russell counties and raise about seven and one half million dollars per year. Last year United Way funded 26 agencies and over 40 programs.

Mr. Moser went on to share the United Way’s impressive impact report from last year. He spoke about the many resources United Way offers. He shared data on homelessness in the region and pointed out homelessness has been reduced since the pandemic. He shared information about poverty in the area and ways they are working to solve this problem. Mr. Moser spoke about the CHIPS for America Act of 2022 and how the Chattahoochee Valley would be a good area for manufacturing these CHIPS and would be a great opportunity to help reduce the poverty rates in the region.

Chattahoochee | Clay | Crisp | Dooly | Harris | Macon | Marion | Muscogee
 Quitman | Randolph | Schley | Stewart | Sumter | Talbot | Taylor | Webster

APPROVE EMPLOYEE MANUAL*

Jim Livingston, Executive Director, reviewed the changes being made to the Employee Manual for 2023. Those changes included an adjustment to the Work from Home Policy, a change in the holiday schedule, adding Juneteenth and taking away the Columbus Day holiday and an adjustment to the procurement policy. The Executive Committee had reviewed each of the changes in detail and had no issues with the proposed changes. Any changes to the Employee Manual must be approved by the council.

Chair Barnes asked for a motion to approve the changes to the Employee Manual. The motion was made by Terrell Hudson, Dooly County and seconded by Joe Lee Williams, Stewart County. The motion passed with no opposition.

AREA DEVELOPMENT CORPORATION – UNADILLA HOUSE SALE

Jim Livingston explained the separate agenda for the Area Development Corporation (ADC). Everyone who is a member of the Council is also a member of the ADC. Mr. Livingston said once the council meeting is adjourned we will open a meeting with the ADC.

Mr. Livingston explained the Area Development Corporation owns a house in Unadilla, Georgia that has been rented for a number of years. Dooly County wants to purchase the house for their EMS Service. The ADC must approve the sale of the house.

Chair Barnes asked for a motion to suspend the RVRC Council Meeting. The motion was made by Carvel Lewis, Georgetown-Quitman County and seconded by Tameka Harris, Taylor County. The motion was passed with no opposition.

Once the work of the ADC was concluded, Chair Barnes asked for a motion to go back into the River Valley Regional Commission Meeting. A motion was made by James Davenport, Clay County and seconded by Bruce Hill, Oglethorpe. The motion passed with no opposition.

REGIONAL TRANSPORTATION ALLIANCE INITIATIVE

Jim Livingston spoke about the Regional Transportation Alliance Initiative and is a potential approach for applying for Federal Funds. The Bipartisan Infrastructure Law also known as IIJA Funding (Infrastructure Investment and Jobs Act) is substantial. One of the requirements for the funding is a local match and our region has the match through the Transportation Investment Act. This is federal highway funding and we need to, as a region, find a way to access this funding.

APPROVAL OF JOB DESCRIPTION – DEMENTIA CARE SPECIALIST*

Katie Howard, AAA Director shared that the General Assembly has funded a Dementia Care Specialist in each of the 12 Area Agency on Aging agencies. Ms. Howard requested approval of the job description since it is a new position. Chair Barnes asked for a motion to approve the job description. A motion was made by Tameka Harris, Taylor County and seconded by Ransom Farley, Hamilton. The motion passed with no opposition.

STAFF REPORTS

Katie Howard, AAA Director shared that the Public Hearing for the FY24 Area Plan will be on Thursday, Dec. 8 and will be a hybrid allowing for both virtual or in person attendance. She also distributed copies of the survey being used to determine priorities for FY25 services. A 2023 calendar was available for anyone who wanted.

Emily Chambers, Finance Officer reported through the end of the first quarter of FY23, we have an increase in Fund Balance in the General Fund of \$116,340, giving us Unassigned Fund Balance in the General Fund of \$1,088,000. At the end of September, there was Cash on Hand of \$651,000 in the General Fund. In the Proprietary Funds, we had an increase in Net Position of about \$12,000 for a total Net Position of just over \$3 million.

Gerald Mixon, Planning Director reported that since the last council meeting Dooly County and cities have adopted their joint comprehensive plan. The Randolph County plan will be submitted in the next few days. The RVRC will be starting two new comprehensive plans early in the new year with two more in the spring.

Zoning technical assistance continues. The most unique of the services at present is addressing Talbot County's interest in a tiny house subdivision. The RVRC is in the process of submitting closeout paperwork for three pre-disaster mitigation plans and Friday morning will be holding the kick-off hearing to start updating Quitman County's plan. The RVRC continues to work on the DOT contract identifying and mapping roadway features such as bicycle lanes, crosswalks, shoulder types, sidewalks and the like. Two applications have been submitted to DOT to continue providing transportation services for another year.

Active involvement in area bicycle and pedestrian activities continue; attended the Georgia Bike Walk Summit in Columbus, Sumter Cycle and Bicycle Columbus events and provided complete streets training for the City of Americus. This training promotes more comprehensive use of the city street network, such as addressing cycling, pedestrian and handicap needs whenever the more common street and drainage improvements are made. Water quality monitoring continues and assistance with implementation of the best management practices indicated from results of the monitoring. Staff reviewed another dozen proposed property renovations to ensure compliance with Columbus' historic preservation ordinance.

ADJOURN

As there was no further business, Chair Barnes requested a motion for the meeting to be adjourned. Motion was made by Bruce Hill, Oglethorpe, and seconded by Terrell Hudson, Dooly County. The meeting was adjourned.

January 24, 2023

Jerry "Pops" Barnes, Chair

Carvel Lewis, Secretary

File Attachments for Item:

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

PUBLIC SAFETY ADVISORY COMMISSION:

Pete Temesgen

(Mayor's Appointment)

Vacant seat

Term Expires: October 31, 2023

Mayor Henderson is nominating Mr. Chuck McClure to succeed Judge Pete Temesgen

COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

LAND BANK AUTHORITY: Ms. Lauren Chambers was nominated to succeed Mr. Tyler Pritchard. *(Councilor Davis' nominee)* Term expires: October 31, 2026

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

COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

John Partin - Interested in serving another term

(District 6- Allen)

Eligible to succeed

Term Expired: March 27, 2022

These are three-year terms. Board meets the months of February, May, September and December.

RECREATION ADVISORY BOARD:

Lonnie Boyd

(District 1- Barnes)

Seat declared vacant

Term Expires: December 31, 2025

Councilor Barnes is nominating Ms. Lane Ogletree-Battle to succeed Mr. Lonnie Boyd.

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

BUILDING AUTHORITY OF COLUMBUS:

Vincent Allen

Resigned

Open for Nominations

(Council's Appointment)

Term Expires: March 24, 2023

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

Women: 3

Senatorial District 15: 2

Senatorial District 29: 3

COLUMBUS AQUATICS COMMISSION:

David Helmich

Open for Nominations

Not Eligible to succeed

(Council's Appointment)

Term Expired: June 30, 2022

Bruce Samuels

Open for Nominations

Not Eligible to succeed

(Council's Appointment)

Term Expired: June 30, 2022

VACANT

Open for Nominations

Term Expired: June 30, 2022

(Council's Appointment)

Councilor Cogle is nominating Ms. Jensen Melton for the vacant seat.

These are two-year terms. Meets monthly.

Women: 2

Senatorial District 15: 3

Senatorial District 29: 3

PERSONNEL REVIEW BOARD:

Dr. Shanita Pettaway
(Alternate Member 5)

Open for Nominations

(Council's Appointment)

Resigned

Term Expired: December 31, 2022

The terms are three years. Board meets monthly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 3

TREE BOARD:

Chris Henson

Environmental Advocacy Representative

Does not desire reappointment

Term Expired: July 1, 2022

Open for Nominations

(Council's Appointment)

Troy Keller

Educator Seat

Not eligible to succeed

Term Expired: December 31, 2020

Open for Nominations

(Council's Appointment)

Frank Tommey

Residential Development Seat

Not eligible to succeed

Term Expired: December 31, 2020

Open for Nominations

(Council's Appointment)

These are four-year terms. Meets as needed.

Women: 5

Senatorial District 15: 5

Senatorial District 29: 6

**Columbus Consolidated Government
Board Appointments – Action Requested**

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

A. PUBLIC SAFETY ADVISORY COMMISSION:

Pete Temesgen

(Mayor's Appointment)

Vacant seat

Term Expires: October 31, 2023

Mayor Henderson is nominating Mr. Chuck McClure to succeed Judge Pete Temesgen

5. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

- A. LAND BANK AUTHORITY:** Ms. Lauren Chambers was nominated to succeed Mr. Tyler Pritchard. *(Councilor Davis' nominee)* Term expires: October 31, 2026

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

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

John Partin - Interested in serving another term

(District 6- Allen)

Eligible to succeed

Term Expired: March 27, 2022

These are three-year terms. Board meets the months of February, May, September and December.

B. RECREATION ADVISORY BOARD:

Lonnie Boyd

(District 1- Barnes)

Seat declared vacant

Term Expires: December 31, 2025

Councilor Barnes is nominating Ms. Lane Ogletree-Battle to succeed Mr. Lonnie Boyd.

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

A. BUILDING AUTHORITY OF COLUMBUS:

Vincent Allen

Resigned

Term Expires: March 24, 2023

Open for Nominations
(Council's Appointment)

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

Women: 3

Senatorial District 15: 2

Senatorial District 29: 3

B. COLUMBUS AQUATICS COMMISSION:

David Helmich

Not Eligible to succeed

Term Expired: June 30, 2022

Open for Nominations
(Council's Appointment)

Bruce Samuels

Not Eligible to succeed

Term Expired: June 30, 2022

Open for Nominations
(Council's Appointment)

VACANT

Term Expired: June 30, 2022

Open for Nominations
(Council's Appointment)

Councilor Cogle is nominating Ms. Jensen Melton for the vacant seat.

These are two-year terms. Meets monthly.

Women: 2

Senatorial District 15: 3

Senatorial District 29: 3

C. PERSONNEL REVIEW BOARD:

Dr. Shanita Pettaway

(Alternate Member 5)

Resigned

Term Expired: December 31, 2022

Open for Nominations
(Council's Appointment)

The terms are three years. Board meets monthly.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 3

D. TREE BOARD:

Chris Henson

Environmental Advocacy Representative

Does not desire reappointment

Term Expired: July 1, 2022

Open for Nominations
(Council's Appointment)

Troy Keller

Educator Seat

Not eligible to succeed

Term Expired: December 31, 2020

Open for Nominations
(Council's Appointment)

Frank Tommey

Residential Development Seat

Not eligible to succeed

Open for Nominations
(Council's Appointment)

Term Expired: December 31, 2020

These are four-year terms. Meets as needed.

Women: 5

Senatorial District 15: 5

Senatorial District 29: 6

File Attachments for Item:

A. Board of Zoning Appeals (Council Appointment)

BOARDS, COMMISSIONS & AUTHORITIES

Board of Zoning Appeals: This board is responsible for deciding appeals and granting variances relative to the enforcement of the zoning regulations. It has five (5) members, which are appointed by the Columbus Council. (Columbus Code, Sec. 9.2.4)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Alfred J. Hayes, Jr. (SD-29)	03/31/2023	Council
Tomeika Farley (SD-15)	03/31/2024	Council
Kathleen Mullins (SD-29)	03/31/2024	Council
Douglas M. Jefcoat (SD-29)	03/31/2024	Council
Shaun Roberts (SD-29)	03/31/2025	Council

Expiring Term(s):

The term of office for Mr. Alfred J. Hayes, Jr. will expire on March 31, 2023. This is a three (3) year term that would expire on March 31, 2026. This is Council's Appointment; Mr. Hayes is eligible to succeed himself.

File Attachments for Item:

B. Building Authority of Columbus (Mayor and Council Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Building Authority of Columbus: This board issues bonds to finance the construction and/or improvements of public facilities. It has five (5) members, with one member being appointed by the Mayor and four are appointed by the Columbus Council. (1945 Constitution, Art. VII, Sec. VI, Pa. 1, as amended Nov. 5, 1968 Ga Laws 1966, Pg. 946) (Ordinance No. 11-23 removes the limitation of two full consecutive terms for this authority.)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
VACANT	03/24/2023	Council
Leila Carr (SD-15)	03/24/2023	Council
Renee Sturkie (SD-15)	03/24/2023	Mayor
Olive Vidal-Kendall	03/24/2024	Council
Christopher Smith	03/24/2024	Council

Expiring Term(s):

The terms of office for Ms. Leila Carr and Ms. Renee Sturkie will expire on March 24, 2023. These are two (2) year terms that would expire on March 24, 2025. The seat of Ms. Carr is the Council's Appointment, and Ms. Sturkie is the Mayor's Appointment; both are eligible to serve another term.

Notes:

This board is exempt from the two-term limitation. (Ordinance No. 11-23)

File Attachments for Item:

C. Commission on International Relations & Cultural Liaison Encounters (Mayor and Council Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Commission on International Relations & Cultural Liaison Encounters (CIRCLE):

This board promotes and coordinates communication, contacts and encounters between Columbus and the people of other nations and facilitates cross-culture communications and association among the various national groups in Columbus. It has twelve (12) members, with four members being appointed by the Mayor and eight being appointed by the Columbus Council. (Ordinance No. 96-7)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Akear Mewborn (SD-29)	03/01/2022	Mayor
Mary Quiller (SD-15)	03/01/2023	Council
John Jackson (SD-15)	03/01/2023	Council
Eric Spears (SD-29)	03/01/2023	Mayor
VACANT	03/01/2024	Council
Aaron Guest (SD-29)	03/01/2024	Mayor
Chie Canady (SD-29)	03/01/2024	Council
Alia Teetshorn (SD-15)	03/01/2024	Council
Merrill Rushin (SD-15)	03/01/2024	Mayor
Natasha Banks (SD-15)	03/01/2025	Council
Samantha Wooden (SD-15)	03/01/2025	Council
Mattie Hall (SD-15)	03/01/2026	Council

Expiring Term(s):

The terms of office for Ms. Mary Quiller, Mr. John Jackson, and Dr. Eric Spears will expire on March 1, 2023. These are four (4) year terms that would expire on March 1, 2027. One seat is the Mayor's Appointment; Dr. Spears is eligible to succeed himself. The other two seats are the Council's Appointments; Ms. Quiller and Mr. Jackson are eligible to succeed themselves.

Notes:

Item #C.

Ms. Akear Mewborn does not desire reappointment since her term expired on March 1, 2022.

At least six members must be United States citizens and registered Columbus voters, but because of the Commission's mission, up to half of the members need not meet this criterion. (Ordinance No. 96-7)

File Attachments for Item:

D. Civic Center Advisory Board (Mayor and Council Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Civic Center Advisory Board: This board supervises and oversees the operations of the Columbus Civic Center. It has thirteen (13) members, two members are appointed by the Mayor and eleven are appointed by the Columbus Council. Two members shall be representatives of the Columbus Hockey Association, one being the President, who is appointed by the Mayor, and one being a member of the Association, who is appointed by the Columbus Council. One member from each of the eight council districts shall be appointed by respective district councilors and two at-large members shall be appointed by at-large councilors. (Ordinance No. 01-77, 11-61 & 12-12)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Spencer Cantrell (SD-29)	03/01/2022	Council (District 2)
Keith Higgins (SD-15)	03/01/2023	Council (District 5)
Jennifer Teague (SD-29)	03/01/2023	Council (District 6)
John Boyd (SD-29)	03/01/2023	Council (District 9)
Latasha Lee (SD-15)	03/01/2023	Council (District 10)
Jed G. Harris, Jr. (SD-15)	03/01/2023	Mayor
Orrin Hergott (SD-29)	03/01/2024	Council (Columbus Hockey Association)
Danielle Edwards (SD-15)	03/01/2025	Council (District 1)
Gregory Blue (SD-15)	03/01/2022	Council (District 3)
Terrance T. Little, Sr. (SD-15)	03/01/2025	Council (District 4)
Nicole Adderley (SD-15)	03/01/2025	Council (District 7)
Johnson Trawick (SD-15)	03/01/2025	Council (District 8)
Jessica Taylor (Columbus Hockey Association President)- Continues in office		

Expiring Term(s):

The terms of office for Mr. Keith Higgins (District 5), Ms. Jennifer Teague (District 6), Mr. John Boyd (District 9), Ms. Latasha Lee (District 10), and Mr. Jed G. Harris, Jr. will expire on March 1, 2023. These are three (3) year terms that would expire on March 1, 2026. One seat is the Mayor's Appointment; Mr. Harris is not eligible to succeed himself. The other four seats are the Council's Appointments; Ms. Teague and Ms. Lee are eligible to serve another term; Mr. Boyd and Mr. Higgins are not eligible to serve another term.

File Attachments for Item:

E. Crime Prevention Board (Mayor Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Crime Prevention Board: This board shall establish and recommend the process and method for awarding service agreements to various agencies for the delivery of crime prevention programs. This board also reviews and selects for recommendation to the City Council those service agreements that meet the standards and criteria for funding. It has seven (7) members. The Mayor shall appoint the chairperson; one member from a local law enforcement agency to serve two-year terms; one education community representative (MCSD, Columbus Technical College or Columbus State University) three year terms; one member shall serve as a Fort Benning Liaison for three year terms. The Columbus Council shall appoint the remaining three members of the crime prevention board from citizens at large. two of these three members shall be appointed from different senatorial districts serving the city in the state general assembly. These three members shall serve a term of three-years.

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Asst. Chief Joyce Dent-Fitzpatrick	03/31/2023	Mayor (Law Enforcement Agency)
Danny Arencibia (SD-29)	03/31/2025	Mayor (Chairperson)
Dr. Angela Vickers (SD-29)	03/31/2025	Mayor (Education Community)
Rocky Marsh (SD-15)	03/31/2025	Mayor (Fort Benning Liaison)
Patricia Flora (SD-29)	03/31/2025	Council (Senatorial District 29)
Marcus Gibson (SD-15)	03/31/2025	Council (Senatorial District 15)
Lane Jimmerson (SD-29)	03/31/2025	Council (At-Large)

Expiring Term(s):

The term of office for Assistant Chief Joyce Dent-Fitzpatrick will expire on March 31, 2023. This is a two (2) year term that would expire on March 31, 2025. This is the Mayor's Appointment; Assistant Chief Dent-Fitzpatrick is eligible to succeed herself.

File Attachments for Item:

F. Historic & Architectural Review Board (Council Appointment)

BOARDS, COMMISSIONS & AUTHORITIES

Historic & Architectural Review Board (BHAR): This board encourages preservation, maintenance, and improvements of buildings of historic and/or architectural significance within the Historic Districts. It has eleven (11) members appointed by the Columbus Council, one architect registered in the State of Georgia, one member of the Columbus Homebuilders Association, one members of the Historic Columbus Foundation, one member of the Historic District Preservation Society, one member of the Columbus Board of Realtors, one member of the Uptown Business Association, one member of the Liberty Cultural Center, Inc., two members who are residents of historic districts created by the Columbus Council, and two members serving at-large. (Columbus Code, Sec. 9.3.1 through 9.3.16)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Katie Bishop (SD-15)	01/31/2023	Council
Fran Poole Carpenter (SD-15)	01/31/2023	Council
Claire Berry (SD-15)	01/31/2023	Council (Board of Realtors)
Emily Flournoy (SD-15)	01/31/2023	Council (Uptown Business Association)
Curtis L. West (SD-29)	01/31/2024	Council (Liberty Cultural Center, Inc.)
Libby Smith (SD-15)	01/31/2024	Council (Historic District Resident)
Marjorie “Mollie” Smith (SD-15)	01/31/2024	Council (Historic District Resident)
Alex Griggs (SD-15)	01/31/2025	Council (Architect)
Tyler Pritchard (SD-15)	01/31/2025	Council (Historic Columbus Foundation)
Toney Johnson (SD-15)	01/31/2025	Council (Historic District Preservation Society)
Jack Hayes (SD-29)	01/31/2025	Council (Columbus Homebuilders Association)

Expiring Term(s):

The terms of office for Ms. Katie Bishop, Ms. Fran Poole Carpenter, Ms. Claire Berry, and Ms. Emily Flournoy will expire on January 31, 2023. These are three (3) year terms that would expire on January 31, 2026. These are the Council’s Appointments; Ms. Carpenter and Ms. Flournoy are eligible to succeed themselves; Ms. Bishop and Ms. Berry are not eligible to serve another term.

NOTE: *Nominations received from the respective organizations may be confirmed on meeting date presented.*

File Attachments for Item:

G. Planning Advisory Commission (Council Appointment)

BOARDS, COMMISSIONS & AUTHORITIES

Planning Advisory Commission (PAC): This board serves in an advisory capacity to the Planning Department and Council regarding the comprehensive plan, rezonings (amendments of the official zoning map), unified development code, modification of development approvals, special exception uses, and the official map of Columbus, Georgia. It has nine (9) members, which are appointed by the Columbus Council. (Columbus Code, Sec. 9.2.3)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
John P. Steed (SD-29)	03/31/2023	Council
Shelia Brown (SD-29)	08/31/2023	Council
Gloria Thomas (SD-15)	08/31/2023	Council
James Dudley (SD-15)	03/31/2024	Council
Brad P. Baker (SD-15)	03/31/2024	Council
Patricia A. Weekley (SD-29)	03/31/2024	Council
Dr. Xavier McCaskey (SD-15)	03/31/2025	Council
Ralph King (SD-15)	03/31/2025	Council
Larry Derby (SD-15)	03/31/2025	Council

Expiring Term(s):

The term of office for Mr. John P. Steed will expire on March 31, 2023. This is a three (3) year term that would expire on March 31, 2026. This is Council's Appointment; Mr. Steed is eligible to succeed himself.