

## Council Members

R. Gary Allen  
Charmaine Crabb

Jerry 'Pops' Barnes  
Glenn Davis

John M. House  
Bruce Huff

R. Walker Garrett  
Toyia Tucker

Judy W. Thomas  
Evelyn 'Mimi' Woodson

**Clerk of Council**  
Sandra T. Davis



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

March 23, 2021  
5:30 PM  
Regular Meeting

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## MAYOR'S AGENDA

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

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

**PLEDGE OF ALLEGIANCE:** Led by Mayor Henderson

### **MINUTES**

[1.](#) Approval of minutes for the March 9, 2021 Council Meeting.

### **UPDATE:**

2. An update on COVID-19

### **PRESENTATION:**

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

# **CITY ATTORNEY’S AGENDA**

## **ORDINANCES**

- 1.** **1st Reading- REZN-07-20-2104 :** An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to rezone certain properties located at the following addresses from SFR1 (Single Family Residential 1) and NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions: 4947,4951, 4955, 4959,4963, 4967, 4950, 4946, and 4942 Dekalb Drive; 4333,4339,4343,4347,4353,4357, and 4361 Hancock Road; and 8740, 8732, 8724, 8716, and 8708 Veterans Parkway. (Mayor Pro Tem) (continued on 1st Reading from January 26,2021 with proposed amendments)
- 2.** **1st Reading:** REZN-01-21-0125- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2925 Manchester Expressway (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District. (Councilor Crabb)
- 3.** **1st Reading:** REZN-01-21-3244- An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1 and amend Chapter 13 – Definitions.

## **RESOLUTIONS**

- 4.** A resolution authorizing the Columbus Water Works to accept a \$13,300,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem)
- 5.** A resolution authorizing the Columbus Water Works to accept a \$24,705,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem)
- 6.** A resolution authorizing the Columbus Water Works to accept a \$22,439,000 Drinking Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem)
- 7.** A resolution commending Eleanor White on 65 years of service to Columbus and 30 years of service on the Board of Elections and Registration. (Mayor Pro Tem)

## **ADD-ON RESOLUTION:**

[Resolution](#) establishing the qualifying fee for the special election to be held on June 15, 2021, and for other purposes.

## **PUBLIC AGENDA**

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

## **CITY MANAGER'S AGENDA**

### **1. Hawks Foundation Grants**

Approval is requested to allow Parks and Recreation to apply for grants available through the Hawks Foundation and Georgia Recreation and Parks Association. Each agency can apply for up to \$1,750 (4 agencies per district will be awarded) for needs-based scholarship registration.

### **2. Georgia Recreation and Parks Association Grant Funding**

Approval is requested to apply for and if granted accept funds for a New Initiative Grant Program through the Georgia Recreation and Parks Association. The grant is in the amount of \$1000.00 and no match or City funds will be required.

### **3. PURCHASES**

- [A.](#) Columbus Dragonfly Trails - Riverwalk to MLK Connector – RFB No. 21-0017
- [B.](#) Consolidated Plan, Neighborhood Revitalization Strategy Area Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice – RFP No. 21-0019
- [C.](#) Laboratory Services for Engineering
- [D.](#) Zero-Turn Mowers for Parks and Recreation – Cooperative Contract

- [E.](#) Employee Service Award Pins
- [F.](#) Speed Limit Feedback Radar Signs (Annual Contract) – RFP No. 21-0003
- [G.](#) Maintenance, Repair & Operation (MRO), Industrial Supplies and Tools - Cooperative Contract
- [H.](#) Furniture for the Columbus Fire & Ems Office of Emergency Management & Homeland Security – Cooperative Purchase
- [I.](#) Recycling Containers for Public Works – Cooperative Purchase
- [J.](#) Repair of a CAT D7R Dozer for Public Works
- [K.](#) Maintenance Extension for Netapp Network Storage – Cooperative Purchase

#### **4. UPDATES AND PRESENTATIONS**

- [A.](#) [State of Georgia Rental Assistance Program Update - Robert Scott, Community Reinvestment Director](#)
- B. Monthly Finance Update - Angelica Alexander, Finance Director
- C. Video Update on Distressed/Dilapidated Properties

### **BID ADVERTISEMENT**

**March 31, 2021**

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

##### **Scope of Bid**

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

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

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

##### **Scope of Bid**

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

The contract term shall be three (3) years.

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

**Scope of Bid**

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

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

**April 2, 2021**

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

**Scope of Proposal**

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

**April 7, 2021**

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

**Scope of Bid**

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

The contract term shall be three (3) years.

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

**Scope of Bid**

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

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

# **CLERK OF COUNCIL'S AGENDA**

## **ENCLOSURES - ACTION REQUESTED**

1. **RESOLUTION:** A resolution excusing Councilor Charmaine Crabb from the March 23, 2021 Council Meeting.
2. **RESOLUTION:** A resolution cancelling the April 6 and May 2, 2021 Proclamation Sessions.
3. **EMPLOYEE BENEFITS COMMITTEE:** Memorandum from the Human Resources Director submitting the result of a survey for the Public Safety Representative where Mr. Lance Deaton was selected to serve another term.
4. **Minutes of the following boards:**

Airport Commission, January 27, 2021

Animal Control Advisory Board, February 8, 2021

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

Board of Water Commissioners, January 11, 2021

Convention & Visitors Board of Commissioners, February 17, 2021

Development Authority of Columbus, February 4, 2021

Mayor's Commission on Reentry, February 15, 2021

## **ADD-ON RESOLUTION:**

[Resolution](#) excusing Councilor Evelyn "Mimi" Woodson from the March 23, 2021 Council Meeting.

## **BOARD APPOINTMENTS - ACTION REQUESTED**

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

**A. HOUSING AUTHORITY OF COLUMBUS:**

**Larry Cardin**

*(Mayor's Appointment)*

*Eligible to serving another term*

Term Expires: April 30, 2021

**Women: 2**

**Senatorial District 15: 4**

**Senatorial District 29: 3**

*These are five-year terms. Board meets monthly.*

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

**A. CIVIC CENTER ADVISORY BOARD:**

**David Cripe**

**(Council District 6- Allen)**

*(Does not desire reappointment)*

Term Expired: March 1, 2020

*These are three-year terms. Board meets every other month beginning in January.*

**B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:**

**L. K. Pendleton-** Does not desire reappointment

**(Council District 7- Woodson)**

*Eligible to succeed*

Term Expired: March 27, 2020

**Michael Porter**

**(Council District 9- Thomas)**

*Not Eligible to succeed*

Term Expired: March 27, 2020

*Council appointments serve two-year terms. Board meets four-times annually.*

**C. KEEP COLUMBUS BEAUTIFUL COMMISSION:**

**Warren Wagner**

**(Council District 5- Crabb)**

*Resigned*

Term Expires: June 30, 2021

*This is a two-year term. Board meets every other month beginning in February.*

**D. RECREATION ADVISORY BOARD:**

**John Lawson** – District 6 Appointment

**(Council District 6- Allen)**

*Resigned*

Term Expired: December 31, 2019

*This is a five-year term. Board meets every other month.*

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

**A. BOARD OF ELECTIONS & REGISTRATION:**

**Eleanor White**

Open for Nominations

*Resigned*

**(Council's Appointment)**

Term Expires: December 31, 2023

**Mayor Pro Tem Allen is nominating Dr. Edwin Roldan**

**Women: 4**

**Senatorial District 15: 2**

**Senatorial District 29: 3**

*These are four-year terms. Board meets monthly.*

**B. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS (CIRCLE):**

**Rose Spencer**

*Not Eligible to serving another term*

Term Expired: March 1, 2021

Open for Nominations

**(Council's Appointment)**

**Councilor Woodson is nominating Marva Barritow to succeed Rose Spencer.**

**Women: 8**

**Senatorial District 15: 7**

**Senatorial District 29: 5**

*These are four-year terms. Board meets monthly.*

**C. EMPLOYEE BENEFITS COMMITTEE:**

**Bill Rawn**

**Sworn Officer**

*Withdrew from consideration*

Term Expires: April 30, 2021

Open for Nominations

**(Council's Appointment)**

**The Human Resources Department is recommending Jonathan Kevin Lott (Fire & EMS Department) to succeed Bill Rawn.**

**Women: 2**

**Senatorial District 15: 4**

**Senatorial District 29: 3**

*The Public Safety members serve two-year terms. Board meets monthly.*

**D. TREE BOARD:**

**Frank Tommey**

*Not Eligible to succeed*

**Residential Development Member**

Term Expired: December 31, 2020

Open for Nominations

**(Council's Appointment)**

**Troy Keller**

*Not Eligible to succeed*

***Educator Member***

Term Expired: December 31, 2020

Open for Nominations  
**(Council's Appointment)**

**Beverly Kinner**

*Not Eligible to succeed*

***At-Large Member***

Term Expired: December 31, 2020

Open for Nominations  
**(Council's Appointment)**

**Councilor Tucker is nominating Farah Dewsbury to succeed Beverly Kinner.**

*This is a four-year term. Meets as needed.*

**Women: 6**

**Senatorial District 15: 4**

**Senatorial District 29: 7**

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

**File Attachments for Item:**

1. Approval of minutes for the March 9, 2021 Council Meeting.

# **COUNCIL OF COLUMBUS, GEORGIA**

## **CITY COUNCIL MEETING** **MINUTES**

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

March 9, 2021  
9:00 AM  
Regular Meeting

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### **MAYOR'S A G E N D A**

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**PRESENT:** Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Charmaine Crabb, Glenn Davis, John M. House, Bruce Huff (arrived at 9:12 a.m.), Judy W. Thomas, Toyia Tucker and Evelyn "Mimi" Woodson. City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis and Deputy Clerk of Council Lindsey G. McLemore were present.

**ABSENT:** Councilor Jerry "Pops" Barnes and R. Walker Garrett were absent.

**The following documents were distributed around the Council table:** (1) Audit Report-Clerk of Municipal Clerk's Office; (2) Women's International League for Peace & Freedom, US Section Brochure; (3) Outdoor Pool Update Presentation; (4) Uptown Pay Station Considerations Update Presentation; (5) Infrastructure Update Presentation;

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

**INVOCATION:** Offered by Rev. Reggie Williams at South Columbus United Methodist Church of Columbus, Georgia

**PLEDGE OF ALLEGIANCE:** Led by Mayor Henderson

### **CITY MANAGER'S AGENDA:**

#### **8. UPDATES AND PRESENTATIONS**

A. Cure Violence Committee Update - Reggie Lewis, Cedric Hill and Dr. Asante' Hilts

**Mr. Reggie Lewis** approached the rostrum to give a presentation and update on the Cure Violence Columbus Program. (*NOTE: This update was called up as the next order of business as listed on the City Manager's Agenda Item 8"A"*) He explained over the last two years, him along with other colleagues have been investigating the model for the Cure Violence Program, which treats violence as a health epidemic. He stated the program is in ten countries and over one hundred cities.

At the request of Mayor Henderson, Councilor Thomas made a motion to allocate \$25,000 from the Other Local Option Sales Tax (OLOST) to fund an assessment for the Cure Violence Columbus Program, second by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

Mayor Henderson also made a suggestion to identify and appropriate funds up to \$500,000 from the same source previously mentioned in the event the assessment comes back positive, we would then come back to this Council to expend those funds. Councilor Tucker then made a motion to identify and appropriate up to \$500,000 that is to be set aside for the Cure Violence Columbus Program upon completion of the approved assessment, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

**Crime Prevention Director Seth Brown** came forward and stated this program applied for a Crime Prevention Grant eight years ago. He explained the reason the grant was not awarded at the time was due to funding and crime was not as much of a problem as it is now.

### **REFERRAL(S):**

#### **FOR THE CITY MANAGER:**

- Bring representatives from the Columbus Police Department, Sheriff's Department, Parks & Recreation, Crime Prevention, Mental Health, and Cure Violence Columbus to the next Work Session to discuss what can be done to get the crime in Columbus under control. *(Request of Councilor Tucker)*
- Request for information provided on the charts to be sent to the members of Council. *(Request of Councilor Davis)*

### **MINUTES**

1. Approval of minutes for the February 23, 2021 Council Meeting. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilor Barnes and Garrett being absent for the meeting.

### **UPDATE:**

2. An update on COVID-19

**VMA Deputy Director Chance Corbitt** approached the rostrum to give an update on the COVID-19 Pandemic and its impact on the community. He explained there have been various COVID-19 Vaccination Clinics setup over Columbus with the partnership of the Department of Public Health. He explained there are three members of GEMA that will be in Columbus throughout the vaccination process.

**GEMA Regional Coordinator Jason Ritter** came forward to speak on the success of other clinics that have been administered in the region. He stated the Civic Center is one of nine mass vaccination sites approved by Governor Brian Kemp, which will start on Wednesday, March 17, 2021 and plans to administer 1,100 vaccinations a day, 5-days a week. He explained the plan is to increase vaccinations being administered daily to 2,000 a day in about three weeks.

**Deputy Site Director Edwin Wentworth** approached the rostrum to go over the FAQ information available on the GEMA-funded website, [www.myvaccinegeorgia.com](http://www.myvaccinegeorgia.com), where citizens can go register to receive the vaccination when they meet the requirements of the current phase set by the Governor.

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

- Provide vaccine website information on traffic message board throughout the city. (*Request of Councilor Woodson*)
- Provide vaccine website information to the Ministers Alliance and the Muscogee County School District. (*Request of Councilor Woodson*)

**PROCLAMATION:**

3. **PROCLAMATION:** Columbus Litter League Day
- RECEIVING:** Charnae Ware, Executive Director Keep Columbus Beautiful

**Councilor Toyia Tucker** read the proclamation into the record, proclaiming Saturday, March 6, 2021 as Columbus Litter Day.

**Executive Director Charnae Ware** approached the rostrum to receive the proclamation and thanked the volunteers that came out to support the event.

**REFERRAL(S):****FOR THE KEEP COLUMBUS BEAUTIFUL EXECUTIVE DIRECTOR:**

- Find a way to get the information out to the businesses in the areas that are being cleaned up so they can participate. (*Request of Councilor Woodson*)

**PRESENTATION:**

4. Audit Results of Clerk of Municipal Court. (Presented by Elizabeth Barfield, Forensic Auditor)

**Forensic Auditor Elizabeth Barfield** approached the rostrum to give a presentation on the results of the transition audit conducted on the Clerk of Municipal Court's Office at the request of the former Clerk of Municipal Court, Vivian Creighton Bishop, and supported by new Clerk of Municipal Court, Reginald Thompson. She stated the overall management of the office is very efficient and runs smoothly. She explained the recommendations she has is for citizens to receive computer generated receipts for transactions, they should have the ability to pay by credit card and for the management team to cultivate banking relationships to save on service charges.

**CITY ATTORNEY'S AGENDA****ORDINANCES**

1. **Ordinance (21-010) - 2<sup>nd</sup> Reading:** REZN-12-20-3086 - An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to amend certain sections of the Unified Development Ordinance of the Columbus Codes to revise Table 2.1.1. and Table 2.2.2 to delete certain Townhouse and Multifamily property development regulations in the HIST zoning district. (Mayor Pro-Tem). Mayor Pro Tem Allen made a motion to adopt the ordinance, seconded by Councilor Woodson and carried unanimously by the six members

present, with Councilors Davis and Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

2. **Ordinance (21-011) - 2<sup>nd</sup> Reading:** REZN-12-20-3087- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2730 Manchester Expressway (parcel # 069-014-005 / 005A / 006 / 006A / 007 / 008 / 019 / 020 / 023 / 024) from NC (Neighborhood Commercial) and SFR3 (Single Family Residential 3) Zoning District to GC (General Commercial) Zoning District with conditions. (Councilor Garrett). Councilor Woodson made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the six members present, with Councilors Davis and Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.
3. **Ordinance (21-012) - 2<sup>nd</sup> Reading:** REZN-12-20-3088- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2744 Warm Springs Road (parcel # 069-019-009) from RO (Residential Office) Zoning District to GC (General Commercial) Zoning District with conditions. (Councilor Garrett) Councilor Woodson made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the six members present, with Councilors Davis and Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.
4. **Ordinance (21-013) - 2<sup>nd</sup> Reading:** REZN-12-20-3178 - An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 1421 6th Avenue from LMI (Light Manufacturing / Industrial) Zoning District to UPT (Uptown) Zoning District. (Councilor Woodson) Councilor Woodson made a motion to adopt the ordinance, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.
5. **Ordinance (21-014) - 2<sup>nd</sup> Reading:** REZN-12-20-3180- An ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 3518 Gentian Boulevard from NC (Neighborhood Commercial) Zoning District to RO (Residential Office) Zoning District. (Councilor Crabb) Councilor Crabb made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

#### **RESOLUTIONS:**

6. **Resolution (060-21):** Requesting a postage stamp honoring Eugene Jacques Bullard. (Councilor House) Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

#### **ADD-ON RESOLUTION:**

**Resolution (061-21):** A resolution, whereas, Claimant Melody Palmer has filed a claim for damages based on an injury sustained on November 8, 2018; and whereas, Risk Management and

the City Attorney's Office have investigated this claim and recommend a settlement of \$62,500.00 in exchange for a full release of all claims. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

### **DISTRICTING COMMITTEE:**

**City Attorney Clifton Fay** reminded the Council there are four nominees needed from each of the eight district councilors, and for the names to be provided to him or the Assistant City Attorney by the end of the week or no later than the following Monday.

### **PUBLIC AGENDA**

1. Ms. Jennifer Le Denney, Re: Crime and Police pay. *Cancelled*
2. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: The Women's International League for Peace and Freedom was founded in 1915 and there is a branch in Columbus, Georgia.
3. Mr. Edgar Scales, Jr., Re: Weekly garbage collection. *Not Present*
4. Mr. Ivan Quinones or Representative, on behalf of Backyard Butchers, Re: A request for authorization to extend out an event past the 10-day limit to 30 days. The event will directly benefit a nonprofit (Makewell Project), collecting community food donations and donating unsold product at the end of the event. *Not Present*

### **CITY MANAGER'S AGENDA**

1. **Abandonment of a Portion of The Alley Known As 35 1/2 Street East Of 4<sup>th</sup> Avenue as Requested by Neighborworks Columbus**

**Resolution (062-21):** A resolution of the Council of Columbus, Georgia, authorizing the changing of the Official Street Map and Tax Maps of the Consolidated Government of Columbus, Georgia by officially closing and abandoning a segment of the alley known as 35½ Street West of 4<sup>th</sup> Avenue; authorizing the execution of a quit claim deed; reserving utility easements; and for other purposes. Councilor Davis made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Crabb being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting. *(Upon the return to her respective seat, Councilor Woodson gestured to the Clerk to record her vote for all items on the City Manager's Agenda in the affirmative.)*

2. **Family Drug Court Accountability Court State Grant Request**

**Resolution (063-21):** A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant to fund the Muscogee County Family Drug

Court in an amount up to \$300,000.00 and if awarded, amend the Multi-Governmental Fund by the amount of the grant award. There is a 10% local match requirement, and the grant period is from July 1, 2021 to June 30, 2022. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Crabb being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting. *(Upon the return to her respective seat, Councilor Woodson gestured to the Clerk to record her vote for all items on the City Manager's Agenda in the affirmative.)*

### 3. Adult Drug Felony Court

**Resolution (064-21):** A resolution authorizing the City Manager to submit and if approved, accept a grant of \$350,708.18 or as otherwise awarded from the Criminal Justice Coordinating Council to fund the Muscogee County Adult Felony Drug Court from July 1, 2021 through June 30, 2022 with a 10% local cash match requirement and authorizing Dr. Andrew Cox as the sole provider for evaluation and clinical services for the program for fiscal year 2021/2022 and to amend the Multi-Governmental Fund by the award amount. Councilor Huff made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Crabb being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting. *(Upon the return to her respective seat, Councilor Woodson gestured to the Clerk to record her vote for all items on the City Manager's Agenda in the affirmative.)*

### 4. Juvenile Drug Court Accountability Court State Grant Request

**Resolution (065-21):** A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant fund the Muscogee County Juvenile Drug Court in an amount up to \$300,000.00 and if awarded, amended the Multi-Governmental Fund by the amount of the grant award. There is a 10% local match requirement, and the grant period is from July 1, 2021 to June 30, 2022. Councilor Davis made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present with Councilors Barnes and Garrett being absent for the meeting. *(Upon the return to her respective seat, Councilor Woodson gestured to the Clerk to record her vote for all items on the City Manager's Agenda in the affirmative.)*

### 5. Collecting Donations for a City-Wide Easter Egg Hunt

**Resolution (066-21):** A resolution authorizing Columbus Parks and Recreation to accept donations in the form of gift certificates, check, gift cards and cash from sponsors and individuals for the purpose of purchasing supplies for a drive through City-Wide Easter Event. Councilor Davis made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present with Councilors Barnes and Garrett being absent for the meeting. *(Upon the return to her respective seat, Councilor Woodson gestured to the Clerk to record her vote for all items on the City Manager's Agenda in the affirmative.)*

### 6. Donation for Dero Fixit Station

**Resolution (067-21):** A resolution authorizing the City to approve and accept the donation of a Dero Fixit is Station from River Valley Regional Commission, Bicycle Columbus and Dragonfly Trails, Inc. Councilor Davis made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present with Councilors Barnes and Garrett

being absent for the meeting. *(Upon the return to her respective seat, Councilor Woodson gestured to the Clerk to record her vote for all items on the City Manager's Agenda in the affirmative.)*

## 7. PURCHASES

### A. Compact SUVs for Tax Assessor's Office – Cooperative Contract

**Resolution (068-21):** A resolution authorizing the purchase of two (2) Compact SUV's (2021 Ford Escape S) from Allan Vigil Ford (Morrow, GA), at a unit price of \$20,892.00, and a total price of \$41,784.00 for two (2) units, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

### B. Mid-Size SUV for Inspections & Code – Cooperative Contract

**Resolution (069-21):** A resolution authorizing the purchase of one (1) Mid-Size SUV (2021 Ford Explorer) from Allan Vigil Ford (Morrow, GA), at a unit price of \$27,963.00, by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

### C. Inmate Work Van for Parks and Recreation – RFB NO. 20-0014

**Resolution (070-21):** A resolution authorizing the purchase of one (1) Inmate Work Van from Wade Ford (Smyrna, GA), at the unit price of \$47,307.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

### D. Trailer Mounted Attenuators for Public Works – RFB NO. 20-0068

**Resolution (071-21):** A resolution authorizing the purchase of two (2) Trailer Mounted Attenuators from Guide Services Incorporated (Kingston Springs, TN), at the unit price of \$14,975.00, and a total price of \$29,950.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

### E. Client Success Management and Consulting Services Agreement for the Upgraded Court Management System

**Resolution (072-21):** A resolution authorizing the agreement from Tyler Technologies (Dallas, TX), for the Provision of Client Success Management and Consulting Services. The initial fee for the services, in the amount of \$33,333.34, will cover the period from 4/1/21-7/31/21; the first renewal for the period from 8/1/21-7/31/22, and all subsequent terms, will be in the approximate amount of \$100,000 annually. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

### F. Automotive Body Repair & Paint Services (Annual Contract) – RFP NO. 21-0027

**Resolution (073-21):** A resolution authorizing the annual contract services for automotive body repair and paint services, on an "as needed" basis, from MAACO Collision Repair and Auto

Painting (Columbus, GA). The annual usage/contract value is estimated at \$120,000. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting.

## **8. UPDATES AND PRESENTATIONS**

A. Cure Violence Committee Update - Reggie Lewis, Cedric Hill and Dr. Asante' Hilts

*(NOTE: This update, as provided by Mr. Reggie Lewis, was called upon earlier in the meeting during the Mayor's Agenda.)*

B. Pools Update - Holli Browder, Parks and Recreation Director

**Parks & Recreation Director Holli Browder** approached the rostrum to give an update on the community pools and options for future upgrades. She explained the pool operations have been adjusted due to COVID-19, with limited pool capacities and reservation requirements done weekly. She advised that the expectation is to open Rigdon Pool and Double Churches Pool on Wednesday, May 26, 2021; however, Psalmond Road and Shirley Winston will stay closed due to the lack of funding.

### **REFERRAL(S):**

#### **FOR THE PARKS & RECREATION DIRECTOR:**

- Find an estimate of the costs associated with having pools with slides and other amenities in the areas of Psalmond Road, Rigdon Road and Shirley Winston. *(Request of Councilor Huff)*

C. Uptown Parking Meters Update - Lisa Goodwin, Deputy City Manager

**Deputy City Manager Lisa Goodwin** approached the rostrum to give an update on the proposal of parking meters in the Uptown Area. She went over the public meeting held on March 2, 2021, where there were fifty-two in attendance to give feedback. She stated based on the feedback from the public, it was determined to delay the consideration of implementing pay stations in the Uptown Area.

D. Infrastructure Update - Pam Hodge, Deputy City Manager

**Deputy City Manager Pam Hodge** approached the rostrum to give an update on various infrastructure projects currently going on and providing status updates on upcoming projects.

E. Demolition Update - Ryan Pruett, Inspections & Codes Director

**Inspection & Codes Director Ryan Pruett** approached the rostrum to give a presentation on the demolition process and give an update on properties currently on the demolition list, providing pictures and the addresses of each property.

## **BID ADVERTISEMENT**

### **March 10, 2021**

**1. Roofing Services at Haygood Recreation Center – RFB No. 21-0022**

Scope of Bid

Provide all labor, equipment, and materials to install a standing seam metal roof system at the Haygood Recreation Center.

### **March 12, 2021**

**1. Consulting Services for Employee Benefit Plans (Annual Contract) – RFP No. 21-0028**

Scope of RFP

Columbus Consolidated Government is soliciting competitive proposals from experienced, qualified benefits management firm to strategically plan, broker, implement, and support its employee benefit programs.

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

### **March 19, 2021**

**1. Fleet Maintenance/Truck Shop Services and Repairs (Annual Contract) – RFP No. 21-0023**

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide maintenance and repair services required for the City's truck fleet.

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

### **March 31, 2021**

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

Scope of RFB

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

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

## **CLERK OF COUNCIL'S AGENDA**

### **ENCLOSURES - ACTION REQUESTED**

1. **HONORARY DESIGNATION APPLICATION:** An Honorary Designation Application was submitted by Councilor John House to name the field at the A. J. McClung Memorial Stadium the "Veterans Memorial Field" in honor of the local citizens that died in the World Wars and to those who have continued to serve in the military. Mayor Pro Tem Allen made a motion to forward application to the Board of Honor for consideration, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

2. **BOARD OF ELECTIONS AND REGISTRATION:** Letter of Resignation submitted by Ms. Eleanor White resigning from her seat on the Board of Elections and Registration. Mayor Pro Tem Allen made a motion to receive the resignation with regrets, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

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

Board of Tax Assessors, #05-21 and #06-21

Columbus Board of Health, January 27, 2021

Columbus Golf Course Authority, January 26, 2021

Columbus Ironworks Convention & Trade Center Authority, January 28, 2021

Commission on International Relations & Cultural Liaison Encounters, January 19, 2021

Employee Benefits Committee, February 26, June 24, August 26 and October 28, 2020

Housing Authority of Columbus, January 20, 2021

Retirees' Health Benefits Committee, August 19 and November 18, 2020

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

**ADD-ON RESOLUTIONS:**

**RESOLUTION (074-21):** A resolution excusing the absence of Councilor Jerry "Pops" Barnes from the March 9, 2021 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

**RESOLUTION (075-21):** A resolution excusing the absence of Councilor R. Walker Garrett from the March 9, 2021 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

**BOARD APPOINTMENTS - ACTION REQUESTED**

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

**A. HOUSING AUTHORITY OF COLUMBUS:**

A nominee for the seat of Larry Cardin (*Eligible to serve another term*) on the Housing Authority of Columbus for a term expiring on April 30, 2021 (*Mayor's Appointment*). There were none.

A nominee for the seat of John Sheftall (*Eligible to serve another term; Interested*) on the Housing Authority of Columbus for a term expiring on April 30, 2021 (*Mayor's Appointment*). Mayor Henderson nominated John Sheftall to succeed himself on the Housing Authority of Columbus. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Thomas and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

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

A. **BOARD OF ZONING APPEALS:** Ms. Tomeika Farley was nominated to serve another term of office. (*Councilor Woodson's nominee*) New Term expires: March 31, 2024. Councilor Huff made a motion for confirmation, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

B. **BOARD OF ZONING APPEALS:** Ms. Kathleen Mullins was nominated to succeed Mr. Terry "Gene" Fields. (*Councilor Crabb's nominee*) New Term expires: March 31, 2024. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

C. **BOARD OF ZONING APPEALS:** Mr. Douglas Jefcoat was nominated to succeed Mr. Ty Harrison. (*Mayor Pro Tem Allen's nominee*) New Term expires: March 31, 2024. Councilor Crabb made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

D. **HISTORIC & ARCHITECTURAL REVIEW BOARD:** Mr. Fred Greene was nominated to serve in the Historic District Resident seat to succeed Ms. Leslie Heard Jones. (*Councilor Crabb's nominee*) New Term expires: January 31, 2024. Councilor Crabb made a motion for confirmation, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Tucker being absent for the vote, and Councilors Barnes and Garrett being absent for the meeting.

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

A. **CIVIC CENTER ADVISORY BOARD:**

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

**B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:**

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

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

**C. KEEP COLUMBUS BEAUTIFUL COMMISSION:**

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

**D. RECREATION ADVISORY BOARD:**

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

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

**A. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS (CIRCLE):**

A nominee for the seat of Rose Spencer (*Not eligible to serve another term*) on the Commission on International Relations & Cultural Liaison Encounters (CIRCLE) for a term expiring on March 1, 2021 (*Council's Appointment*). There were none.

**B. EMPLOYEE BENEFITS COMMITTEE:**

A nominee for the seat of Bill Rawn (*Eligible to serve another term*) serving in the Sworn Officer Position for a term expiring on April 30, 2021 on the Employee Benefits Committee (*Council's Appointment*). Councilor Woodson made a motion to renominate Bill Rawn to succeed himself on the Employee Benefits Committee.

**C. TREE BOARD:**

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

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

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

**Clerk of Council Sandra T. Davis** stated for the record, Councilor Woodson requested to have her vote cast in the affirmative for the items she was absent for the vote on the City Manager's Agenda.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Mayor Pro Tem Allen to adjourn the March 9, 2021 Regular Meeting, seconded by Councilor Woodson and carried unanimously by the eight members present, with Councilors Barnes and Garrett being absent for the meeting, and the time being 1:08 p.m.

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

**File Attachments for Item:**

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

AN ORDINANCE

NO. \_\_\_\_\_

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

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

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

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

And

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

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

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

Development Ordinance and shall be adjacent to all non-limited access public rights-of-way.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

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

**Sandra T Davis**  
Clerk of Council

**B. H. “Skip” Henderson, III**  
Mayor

## AN ORDINANCE

NO. \_\_\_\_\_

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

### THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

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

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

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

- 1) Office / Storage uses shall only be permitted at 4947 / 4951 / 4955 / 4959 / 4963 / 4967 Dekalb Drive.
- 2) Prior to issuance of any permit, the applicant shall contact GDOT to receive confirmation of potential impacts of the widening Veteran Parkway Transportation Invest Act project will have on parcels located along Veterans Parkway.
- 3) Properties located within this development are within the Veterans Parkway Overlay (ORD. 09-17) and shall be subject to its regulations and requirements.
- 4) All developments shall be landscaped, screened, and buffered in accordance with Articles 5 and 6 of Chapter 4 of the Unified Development Ordinance.
- 5) A minimum fifteen-foot wide landscaped strip adjacent to all road rights-of-way in nonresidential developments shall be provided.
- 6) A minimum ten-foot wide landscaped strip shall be provided between primary developments and adjacent out parcels in accordance with Section 4.5.8 of the Unified Development Ordinance.
- 7) Sidewalks shall be required, located, and constructed as established under Chapter 7, Article 10, Subsections 7.10.2 and 7.10.3 of the Unified Development Ordinance and shall be adjacent to all non-limited access public rights-of-way.
- 8) Gas station pump islands must be mostly obscured from view from the Highway, either through lo \_\_\_\_\_ plantings or other methods. Pump

islands shall only house gas pumps, windshield cleaning materials, and trash receptacles. Canopies for gas pumps shall have architectural style and detail such as gabled or hip roofs with a three to twelve roof pitch or higher. All support columns shall be brick, brick veneer, or stone construction. Buildings located at establishments selling gasoline shall comply with section 2.5.20.K (Architecture).

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

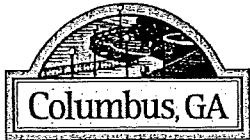
\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

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

\_\_\_\_\_  
**Sandra T Davis**  
Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

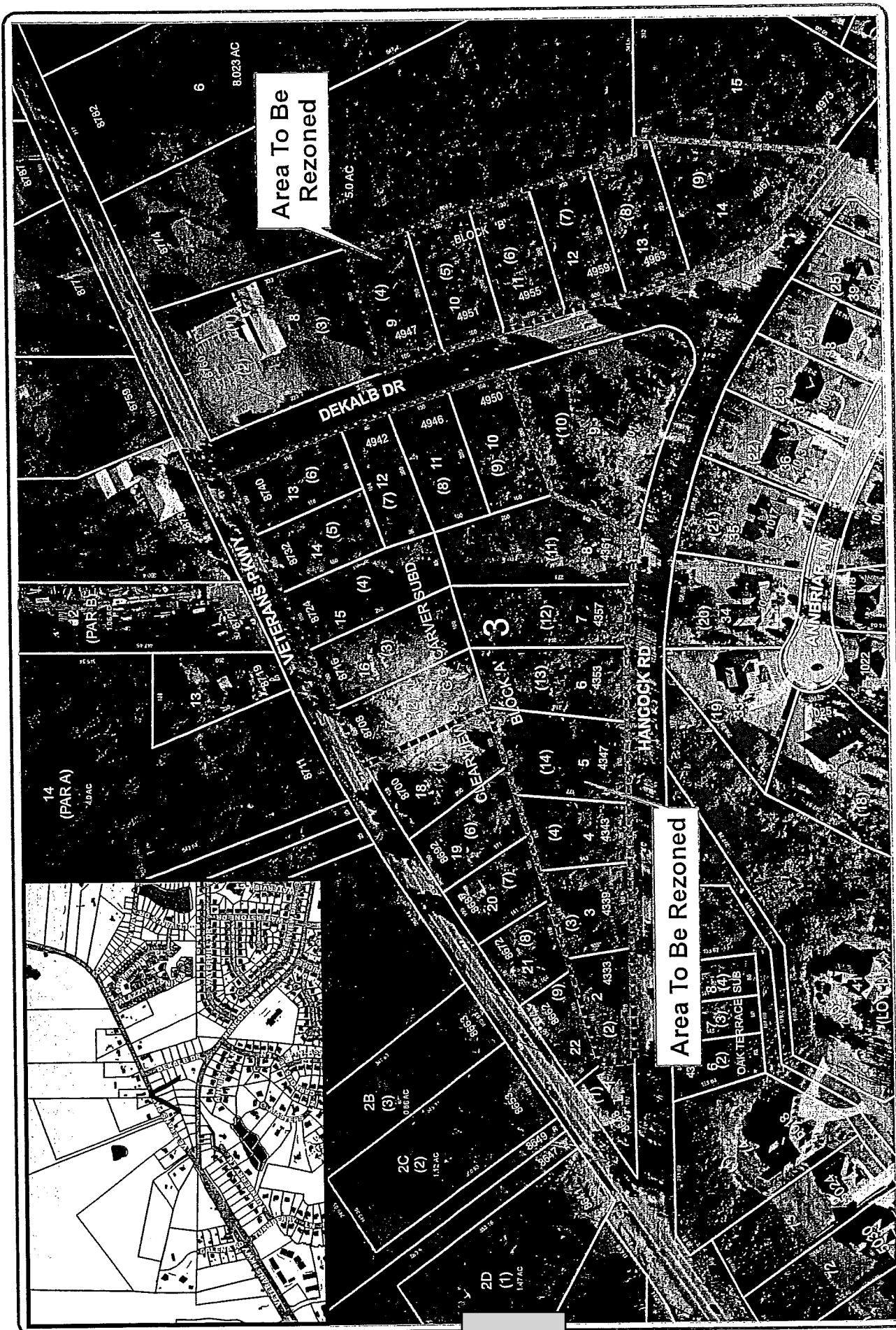
**COUNCIL  
 STAFF REPORT**

**REZN-07-20-2104**

<b>Applicant:</b>	JMC Flatrock Partners																																										
<b>Owner:</b>	Reid Furniture Company																																										
<b>Location / Parcel:</b>	<table border="0"> <tr><td>4947 Dekalb Drive</td><td>790-020-009</td></tr> <tr><td>4951 Dekalb Drive</td><td>790-020-010</td></tr> <tr><td>4955 Dekalb Drive</td><td>790-020-011</td></tr> <tr><td>4959 Dekalb Drive</td><td>790-020-012</td></tr> <tr><td>4963 Dekalb Drive</td><td>790-020-013</td></tr> <tr><td>4967 Dekalb Drive</td><td>790-020-014</td></tr> <tr><td>4950 Dekalb Drive</td><td>790-030-010</td></tr> <tr><td>4946 Dekalb Drive</td><td>790-030-011</td></tr> <tr><td>4942 Dekalb Drive</td><td>790-030-012</td></tr> <tr><td>4333 Hancock Road</td><td>790-030-002</td></tr> <tr><td>4339 Hancock Road</td><td>790-030-003</td></tr> <tr><td>4343 Hancock Road</td><td>790-030-004</td></tr> <tr><td>4347 Hancock Road</td><td>790-030-005</td></tr> <tr><td>4353 Hancock Road</td><td>790-030-006</td></tr> <tr><td>4357 Hancock Road</td><td>790-030-007</td></tr> <tr><td>4361 Hancock Road</td><td>790-030-008</td></tr> <tr><td>8740 Veterans Parkway</td><td>790-030-013</td></tr> <tr><td>8732 Veterans Parkway</td><td>790-030-014</td></tr> <tr><td>8724 Veterans Parkway</td><td>790-030-015</td></tr> <tr><td>8716 Veterans Parkway</td><td>790-030-016</td></tr> <tr><td>8708 Veterans Parkway</td><td>790-030-017</td></tr> </table>	4947 Dekalb Drive	790-020-009	4951 Dekalb Drive	790-020-010	4955 Dekalb Drive	790-020-011	4959 Dekalb Drive	790-020-012	4963 Dekalb Drive	790-020-013	4967 Dekalb Drive	790-020-014	4950 Dekalb Drive	790-030-010	4946 Dekalb Drive	790-030-011	4942 Dekalb Drive	790-030-012	4333 Hancock Road	790-030-002	4339 Hancock Road	790-030-003	4343 Hancock Road	790-030-004	4347 Hancock Road	790-030-005	4353 Hancock Road	790-030-006	4357 Hancock Road	790-030-007	4361 Hancock Road	790-030-008	8740 Veterans Parkway	790-030-013	8732 Veterans Parkway	790-030-014	8724 Veterans Parkway	790-030-015	8716 Veterans Parkway	790-030-016	8708 Veterans Parkway	790-030-017
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<b>Acreage:</b>	10.19 Acres																																										
<b>Current Zoning Classification:</b>	SFR1 (Single Family Residential 1) & NC (Neighborhood Commercial)																																										
<b>Proposed Zoning Classification:</b>	GC (General Commercial)																																										
<b>Current Use of Property:</b>	Residential / Vacant Land																																										
<b>Proposed Use of Property:</b>	Convenience Store / Office / Storage																																										
<b>Council District:</b>	District 6 (Allen)																																										

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

<b>Fort Benning's Recommendation:</b>	N/A								
<b>DRI Recommendation:</b>	N/A								
<b>General Land Use:</b>	Inconsistent Planning Area A								
<b>Current Land Use Designation:</b>	Vacant / Undeveloped								
<b>Future Land Use Designation:</b>	Neighborhood Commercial								
<b>Compatible with Existing Land-Uses:</b>	Yes								
<b>Environmental Impacts:</b>	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.								
<b>City Services:</b>	Property is served by all city services.								
<b>Traffic Impact:</b>	Average Annual Daily Trips (AADT) will decrease by 155 trips if used for commercial use. The Level of Service (LOS) will remain at level C.								
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
<b>Surrounding Zoning:</b>	<table> <tr> <td><b>North</b></td><td>SFR1 (Single Family Residential 1)</td></tr> <tr> <td><b>South</b></td><td>SFR1 (Single Family Residential 1)</td></tr> <tr> <td><b>East</b></td><td>SFR2 (Single Family Residential 2)</td></tr> <tr> <td><b>West</b></td><td>RE1 (Residential Estate 1)</td></tr> </table>	<b>North</b>	SFR1 (Single Family Residential 1)	<b>South</b>	SFR1 (Single Family Residential 1)	<b>East</b>	SFR2 (Single Family Residential 2)	<b>West</b>	RE1 (Residential Estate 1)
<b>North</b>	SFR1 (Single Family Residential 1)								
<b>South</b>	SFR1 (Single Family Residential 1)								
<b>East</b>	SFR2 (Single Family Residential 2)								
<b>West</b>	RE1 (Residential Estate 1)								
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.								
<b>School Impact:</b>	N/A								
<b>Buffer Requirement:</b>	<p>The site shall include a Category C buffer along all property lines bordered by the SFR1 zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> <li>1) <b>20 feet</b> with a certain amount of canopy trees, under story trees, and shrubs / ornamental</li> </ol>								



Area To Be Rezoned

Area To Be Rezoned

0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

Aerial Map for REZN 07 - 20 - 2104

Map 079 Block 003 Lots 002 - 017

Planning Department-Planning Division

Prepared By Planning GIS Tech

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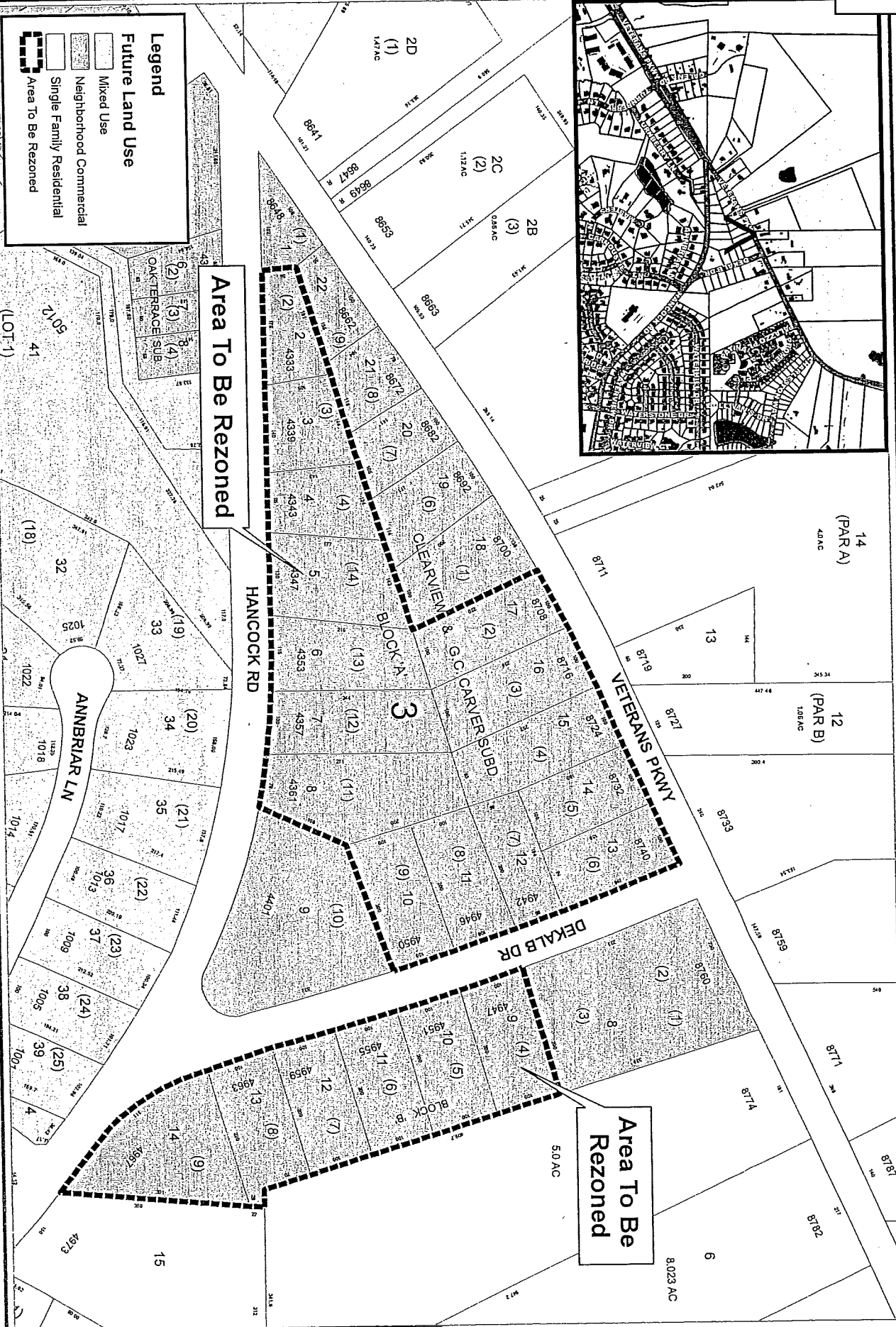
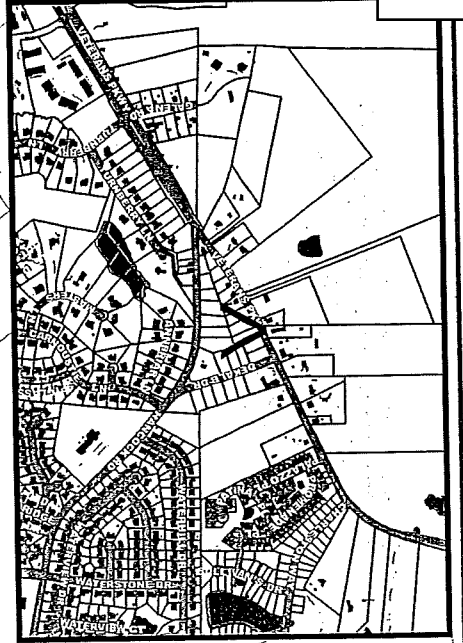
Date: 7/16/2020



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

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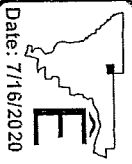
Date: 7/16/2020



**Legend**

**Future Land Use**

- Mixed Use
- Neighborhood Commercial
- Single Family Residential
- Area To Be Rezoned

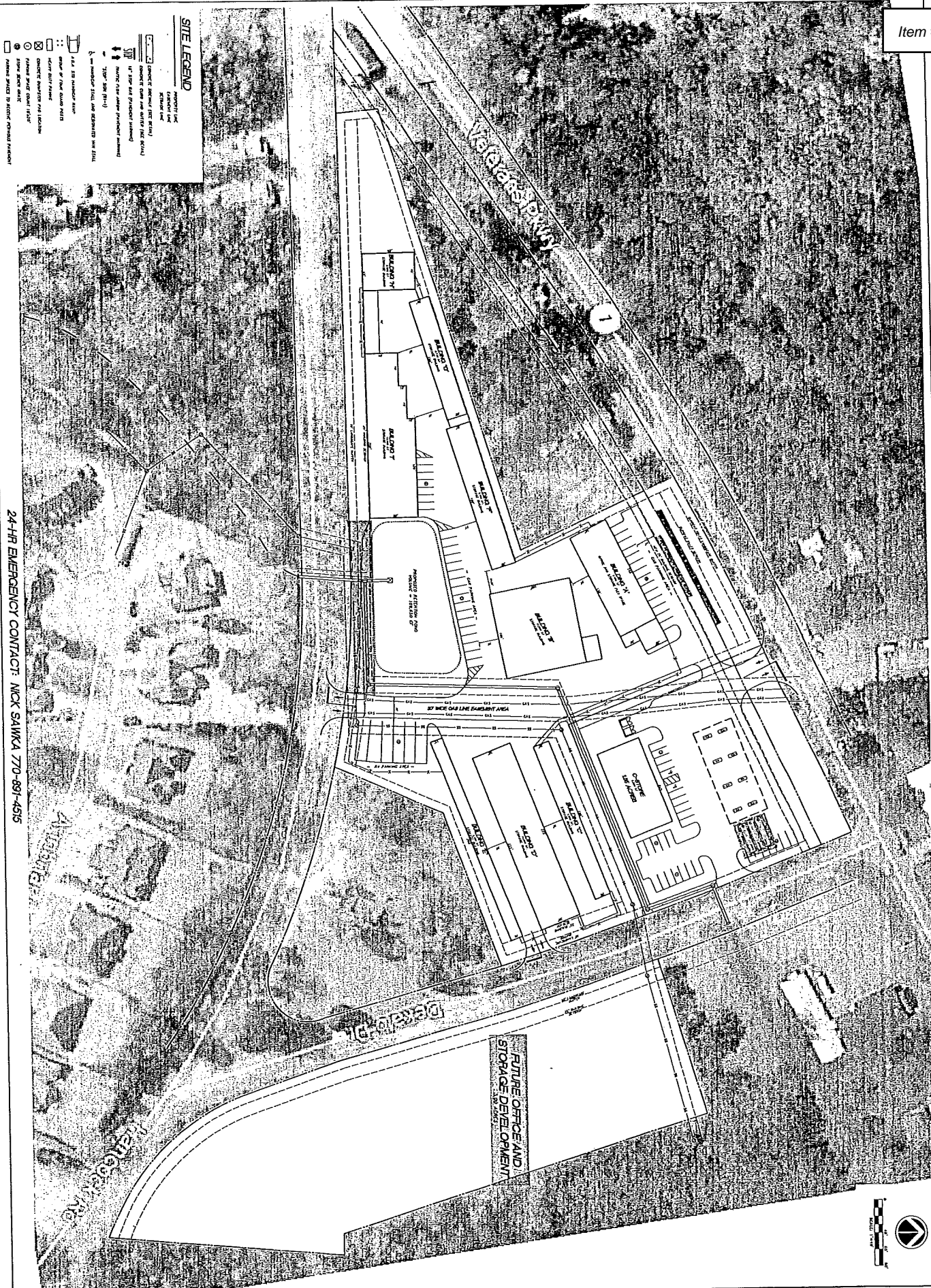


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Future Land Use Map for REZN 07 - 20 - 2104  
 Map 079 Block 003 Lots 002 - 017  
 Planning Department-Planning Division  
 Prepared By Planning GIS Tech

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





Veterans Parkway Overlay District Ordinance

- 1 -

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

C. Applicability.

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

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

**Amenity:** Pedestrian shelters, gazebos, decorative paving, pathways and sidewalks, trees, landscaping, retention ponds when designed according to the specifications of this Ordinance, signage when scaled to the pedestrian and constructed of materials and sizes specified in this Ordinance and other aesthetic features and characteristics approved by the City.

B. Definitions.

1. Promote and enhance the aesthetic qualities of development within the arterial road corridor of Veterans Parkway through the implementation of land use regulations, and within which amenity features are encouraged.
2. Provide management of the location and intensity of development within the arterial road corridor and to concentrate development in focus areas.
3. Provide safe access by vehicles and pedestrians to destinations in the corridor in a manner that does not conflict with access to individual developments or the roadway's primary purpose.
4. Promote the minimization of visual clutter along the City's major roadways.
5. Provide a quality and sustainable living environment for the citizens of Columbus.
6. Provide effective transitions between different uses, by planting trees, shrubs, groundcover and other landscaping material in open space areas, which enhance development of the urban environment by promoting shade, cooling the air through evaporation, restoring oxygen to the atmosphere, reducing glare and noise levels, and promoting an ecological habitat for animal and plant species.
7. Provide greater control over the aesthetic and functional characteristics of development along major thoroughfares and roadways that serve as major entrances to the community, where higher development standards can effectively enhance the City's image as a desirable place to live, work and shop.

The purposes of this section are to:

A. Purpose and Intent.

Section 2.5.20 Veterans Parkway Overlay District Ordinance

Article 5 of the Unified Development Ordinance of Columbus, Georgia is hereby amended by adding a new Section 2.5.20 to read as follows:

SECTION 1.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to establish an overlay district for Veterans Parkway; and for other purposes.

AN ORDINANCE

NO. 09-17

C.A. 05-12-09(1)  
C.A. 05-26-09(1)  
09-17

18-A-09-Planning (kept)

- (A) *Location of Parking Areas.* Buildings should be located at the corner of sites closest to the road intersection, so that the parking areas are screened by the building from view of any public road, and so that the travel path from public sidewalks is shortened. Parking must be located in a way that is not visually dominant. Parking between buildings and an arterial road is discouraged, but if necessary, requirements of section 2.5.19.E.5. (D) (*Screening of Parking Areas*) must be met. If parking is located in the side or rear yards, any screening may be clustered and need not cover 100% of frontage.
- (B) Up to 25% of the required parking spaces for any development may be reduced in total area, width, or depth for designated small vehicle parking. Each small vehicle parking space shall not be less than eight feet in width and seventeen (17) feet in depth.
- (C) All nonresidential developments shall meet the at least one of the following requirements:

#### 5. *Parking/Yard, Height and Setback*

- (A) *General.* All developments shall be landscaped, screened, and buffered in accordance with Articles 5 and 6 of Chapter 4 of the Unified Development Ordinance except twenty (20) Tree Density Unit (TDU) per acre for all non-residential development shall be required. If the TDU requirement cannot be met, an administrative variance or tree replacement fund may be granted by the City Arborist according to Chapter 4, Articles 5 and 6 of the Unified Development Ordinance.
- (B) A minimum fifteen-foot wide landscaped strip adjacent to all road rights-of-way in non-residential developments shall be provided. Parking, merchandising displays, and off-street loading are prohibited in the landscaped strip.
- (C) A minimum ten-foot wide landscaped strip shall be provided between primary developments and adjacent out parcels in accordance with Section 4.5.8 of the Unified Development Ordinance.
- (D) A minimum of one (1) large-maturing tree per forty (40) linear feet of frontage shall be planted in the fifteen-foot wide landscaped strip as required above. Clustering of trees may be permitted if approved by the City Arborist.

#### 4. *Landscaping Requirements*

3. *Utility Location.* All new utility lines serving a development constructed after the effective date of this ordinance shall be located underground.
2. *Retail Developments.* For retail developments totaling 200,000 square feet or more of gross leasable area, or uses that result in a building of 100,000 square feet or more of gross leasable area whether by new construction or by expansion of existing uses, such developments shall also comply with the Retail Developments of Community Significance section of this Unified Development Ordinance.
- (D) *Medians.* Private roads and entrances to developments connecting with the arterial road in the Corridor or serving development in a Focus Area shall include center medians. Such roadway designs will be based upon projected traffic volume and the number of parking spaces. Medians are desired because they improve traffic safety and can be planted to enhance the overall appearance of the Focus Area, as well as provide refuge for pedestrians.
- (E) *Sidewalks.* Sidewalks shall be required, located, and constructed as established under Chapter 7, Article 10, Subsections 7.10.2 and 7.10.3 of the Unified Development Ordinance and shall be adjacent to all non-limited access public rights-of-way.
- (F) *Pedestrian Access.* Pedestrian access should be provided to individual developments from any sidewalk, unless topography prohibits construction of facilities meeting Americans with Disabilities Act (ADA) requirements. Where medians are required, pedestrian access shall be provided across the median as approved by the Director of Engineering.

- 5 -  
Veterans Parkway Overlay District Ordinance

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

*J. Stormwater Detention Facilities.*

- (F) No products containing toxic chemicals, such as fertilizers, insecticides, herbicides, cement, etc., shall be stored in any uncovered outside location where they might enter the stormwater drainage system in the event of any spillage, breakage, or tearing of the container.
- (E) Areas for the storage and sale of all other merchandise shall not be located in parking lots, and shall be permanently defined and confined to areas shown on the initial plans submitted for approval to the City.
- (D) Seasonal merchandise such as Christmas trees, Halloween pumpkins, bedding plants, etc. may be displayed in any outdoor area up to four times per calendar year for a cumulative total not to exceed eight weeks per year.
- (C) Outdoor storage, trash collection and/or compaction, loading or other such uses shall be located in the rear of the lot. If, because of lot configuration, the Director of Inspections and Code determines that such placement is not feasible, then the side yard may be used, but in no case shall such area(s) be open or face the corridor within a minimum of 100 ft from the right-of-way along Veterans Parkway.
- (B) Outdoor storage, loading, and operations shall be attractively screened from adjacent parcels and streets.
- (A) Areas for truck parking and loading shall be screened by a combination of structures and evergreen landscaping to minimize visibility from adjacent streets and residential district lines.

1. Exterior storage structures or uses, including the parking or storage of service vehicles, trailers, equipment, containers, crates, pallets, merchandise, materials, fork lifts, trash, recyclables, and all other items shall be permitted only where clearly depicted and labeled on the approved site plan. Such outdoor storage uses and areas shall be appropriately screened as required by this ordinance. The following standards are intended to reduce the impacts of outdoor storage, loading and operations areas on adjacent land uses, and to protect the outdoor area of the subject property.

*I. Outside Display and Storage and Service Areas.*

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

*H. Gas Station Pump Islands.*

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

*G. Provisions For Specific Uses.*

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

SECTION 2.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12<sup>th</sup> day of May, 2009, introduced a second time at a regular meeting of said Council held on the 26<sup>th</sup> day of May, 2009, and adopted at said meeting by the affirmative vote of five members of said Council.

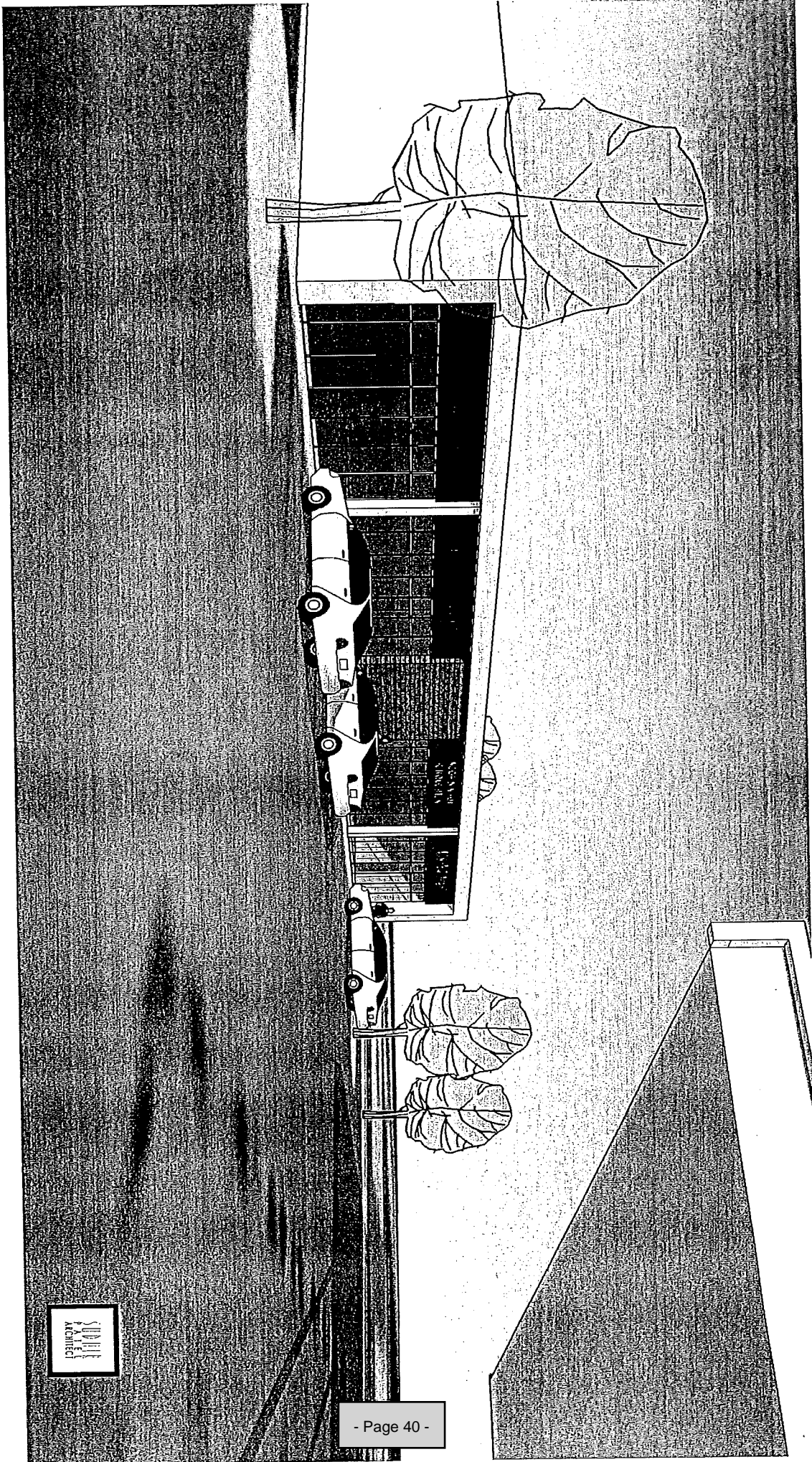
Councilor Allen	voting	YES
Councilor Anthony	voting	YES
Councilor Baker	voting	YES
Councilor Barnes	voting	YES
Councilor Davis	voting	YES
Councilor Henderson	voting	YES
Councilor Hunter	voting	YES
Councilor McDaniel	voting	ABSENT
Councilor Pugh	voting	YES
Councilor Woodson	voting	YES

*Jim B. Wetherington*  
Jim B. Wetherington, Clerk

*Jim Wetherington*  
Jim Wetherington, Mayor

This ordinance submitted to the Mayor for his signature, this the 28<sup>th</sup> day of MAY, 2009.  
Sec: 3-202 (1) *Jim B. Wetherington*  
Clerk of Council

This ordinance received, signed by the Mayor at 11:35 A. M. on the 29<sup>th</sup> day of MAY, 2009, and became law at said time received and became effective at 12:00 noon the following day.  
Sec: 3-202 (2) *Jim B. Wetherington*  
Clerk of Council



**File Attachments for Item:**

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

## 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 **2925 Manchester Expressway** (parcel # 069-008-004 / 022 / 023) from GC (General Commercial) Zoning District to LMI (Light Manufacturing / Industrial) Zoning District.

### THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

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

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

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

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

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

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

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

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

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

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

### TOGETHER WITH:

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

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

TOGETHER WITH:

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

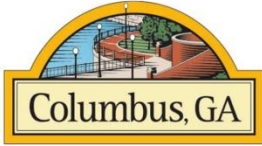
\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 23rd day of March, 2021; introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

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

\_\_\_\_\_  
**Sandra T Davis**  
Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
Mayor



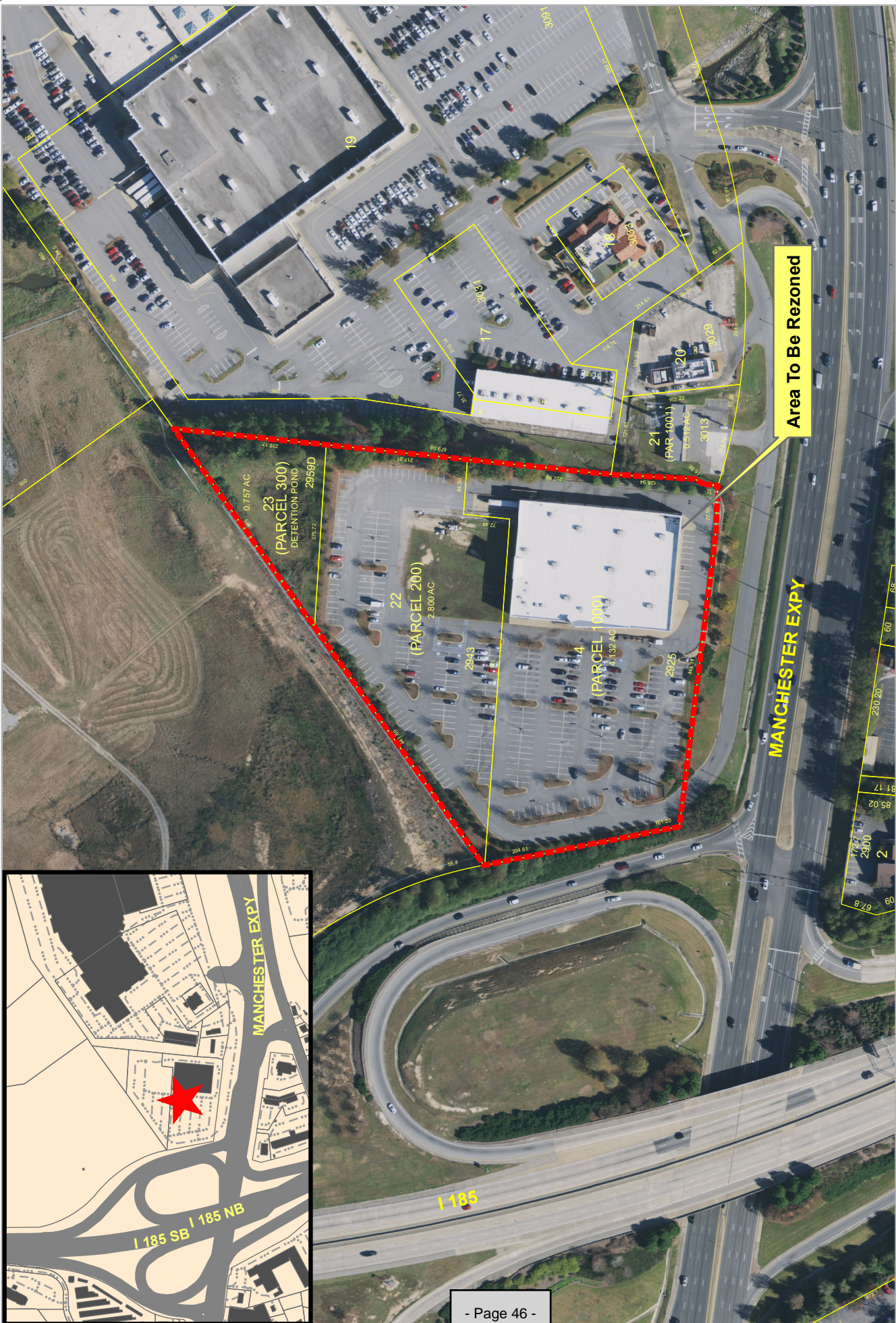
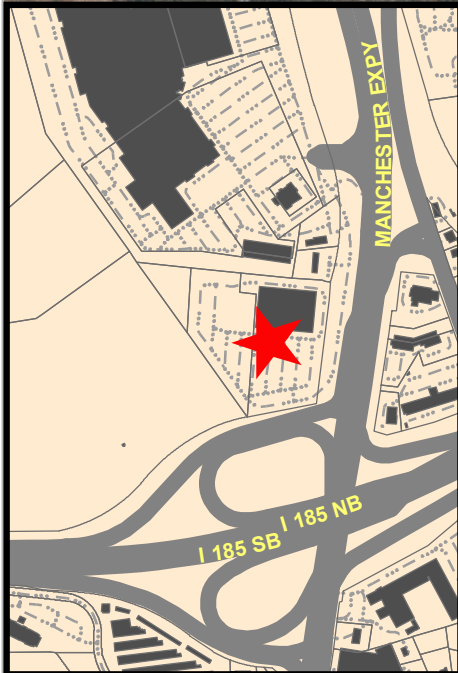
CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

### REZN-01-21-0125

<b>Applicant:</b>	Icarus Alternative Investment
<b>Owner:</b>	Best Buy, LP
<b>Location:</b>	2925 Manchester Expressway
<b>Parcel:</b>	069-008-004 / 022 / 023
<b>Acreage:</b>	7.68 Acres
<b>Current Zoning Classification:</b>	GC (General Commercial)
<b>Proposed Zoning Classification:</b>	LMI (Light Manufacturing / Industrial)
<b>Current Use of Property:</b>	Vacant - Best Buy
<b>Proposed Use of Property:</b>	Fulfillment / Distribution Center
<b>Council District:</b>	District 5 (Crabb)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<b>Approval</b> based on compatibility with existing land uses.
<b>Fort Benning's Recommendation:</b>	N/A
<b>DRI Recommendation:</b>	N/A
<b>General Land Use:</b>	Inconsistent Planning Area A
<b>Current Land Use Designation:</b>	General Commercial
<b>Future Land Use Designation:</b>	General Commercial

<b>Compatible with Existing Land-Uses:</b>	Yes								
<b>Environmental Impacts:</b>	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.								
<b>City Services:</b>	Property is served by all city services.								
<b>Traffic Impact:</b>	Average Annual Daily Trips (AADT) will decrease by 126 trips if used for industrial use. The Level of Service (LOS) will remain at level B.								
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
<b>Surrounding Zoning:</b>	<table> <tr> <td><b>North</b></td><td>LMI (Light Manufacturing / Industrial)</td></tr> <tr> <td><b>South</b></td><td>GC (General Commercial)</td></tr> <tr> <td><b>East</b></td><td>GC (General Commercial)</td></tr> <tr> <td><b>West</b></td><td>Interstate-185</td></tr> </table>	<b>North</b>	LMI (Light Manufacturing / Industrial)	<b>South</b>	GC (General Commercial)	<b>East</b>	GC (General Commercial)	<b>West</b>	Interstate-185
<b>North</b>	LMI (Light Manufacturing / Industrial)								
<b>South</b>	GC (General Commercial)								
<b>East</b>	GC (General Commercial)								
<b>West</b>	Interstate-185								
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.								
<b>School Impact:</b>	N/A								
<b>Buffer Requirement:</b>	N/A								
<b>Attitude of Property Owners:</b>	<b>Twenty (20)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received <b>no</b> calls and/or emails regarding the rezoning.								
	<table> <tr> <td><b>Approval</b></td><td><b>0</b> Responses</td></tr> <tr> <td><b>Opposition</b></td><td><b>0</b> Responses</td></tr> </table>	<b>Approval</b>	<b>0</b> Responses	<b>Opposition</b>	<b>0</b> Responses				
<b>Approval</b>	<b>0</b> Responses								
<b>Opposition</b>	<b>0</b> Responses								
<b>Additional Information:</b>	N/A								
<b>Attachments:</b>	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Site Plan								

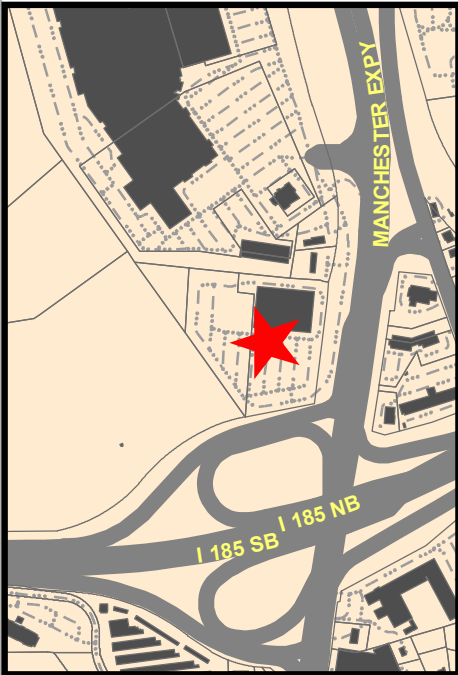


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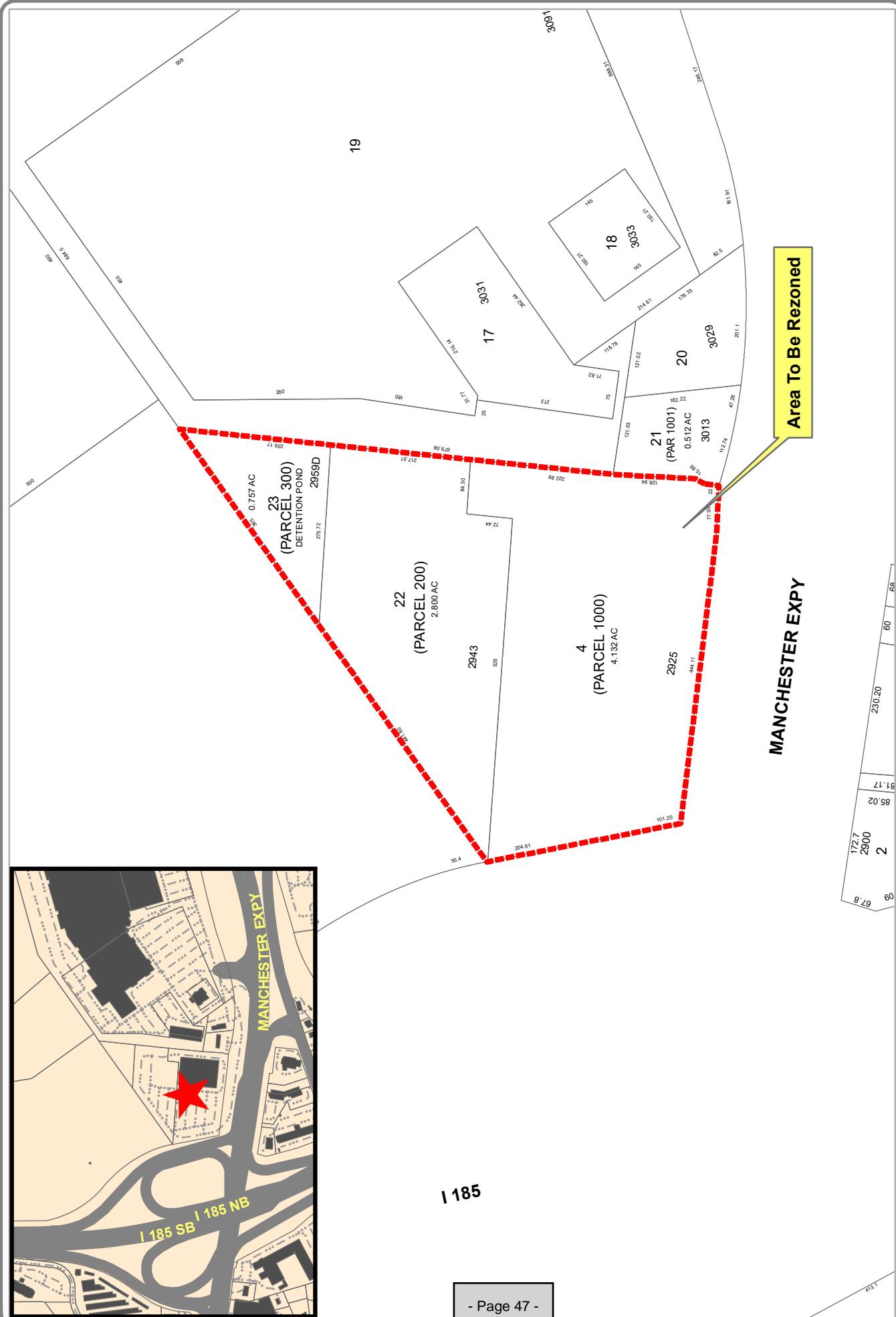
Aerial Map for REZN 01-21-0125  
Map 069 Block 008 Lots 004, 022 & 023  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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





I 185



MANCHESTER EXPY

Area To Be Rezoned



Location Map for REZN 01-21-0125  
Map 069 Block 008 Lots 004, 022 & 023  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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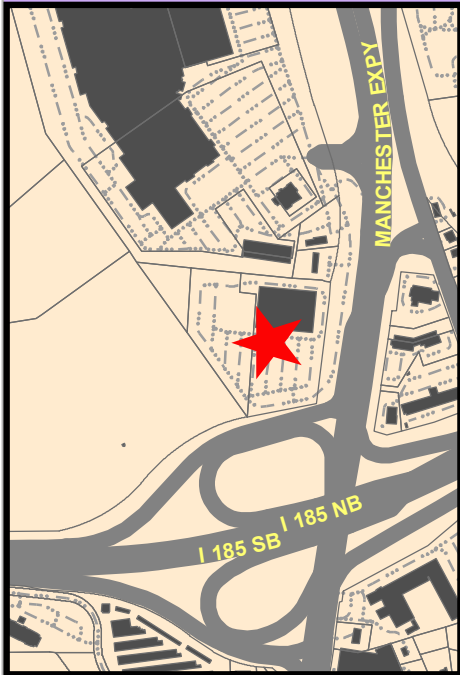


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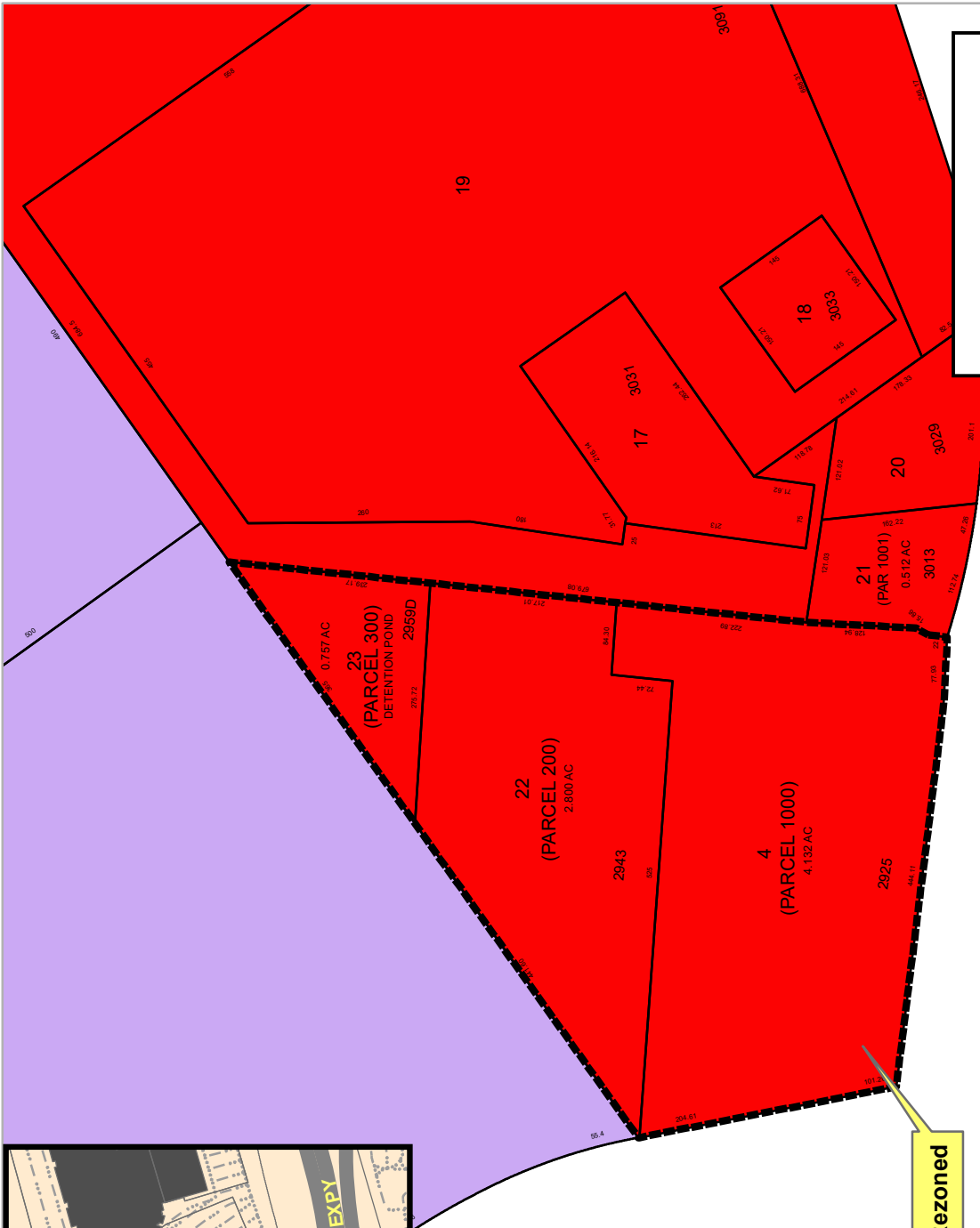
0 100 200 Feet  
1 inch = 200 feet  
Data Source: IT/GIS  
Author: David Cooper



Item #2.



I 185



### Legend Zoning

- General Commercial
- Light Manufacturing/Industrial
- Neighborhood Commercial

MANCHESTER EXPY

Area To Be Rezoned



0 100 200 Feet  
1 inch = 200 feet

Data Source: IT/GIS  
Author: David Cooper

Item #2.

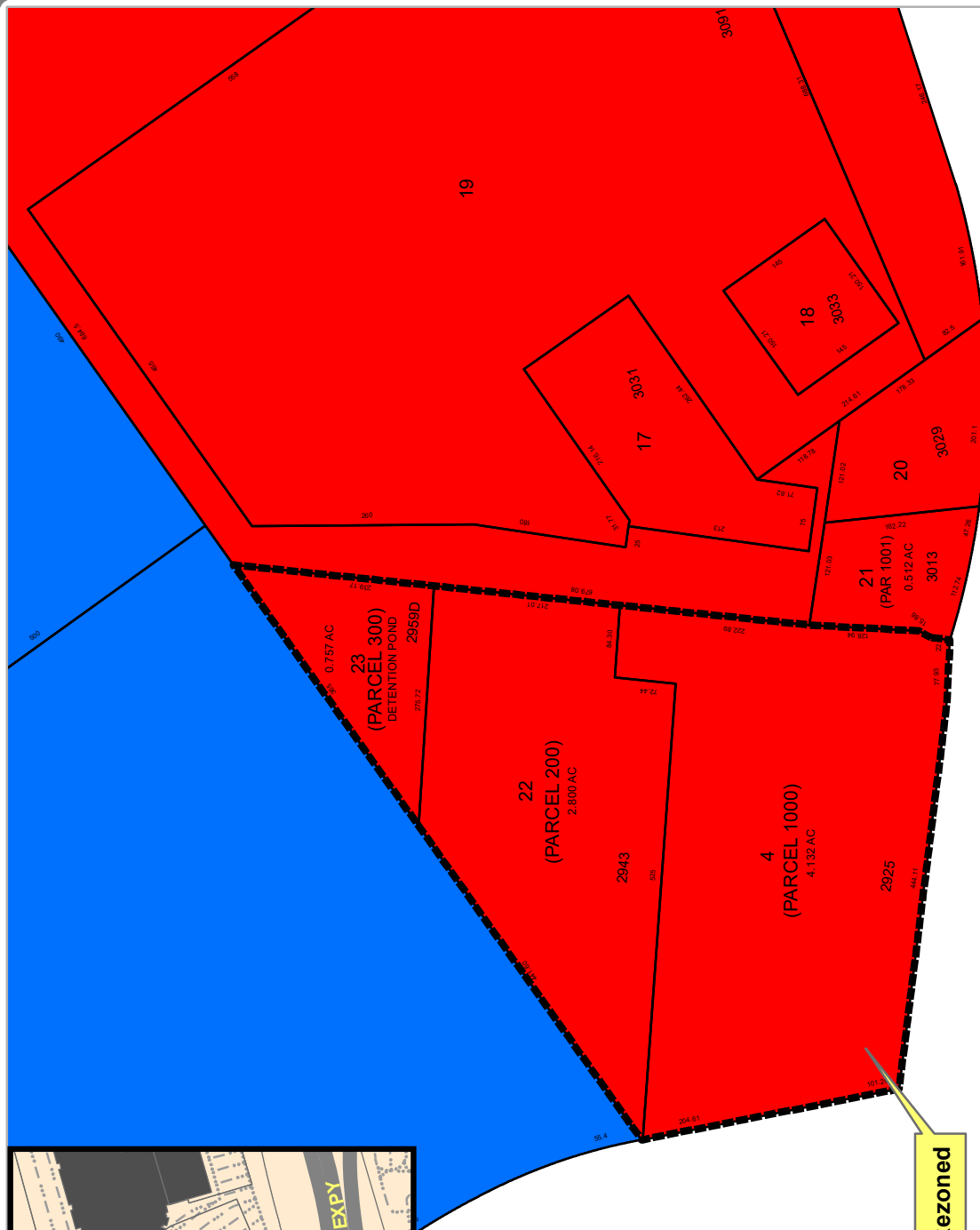
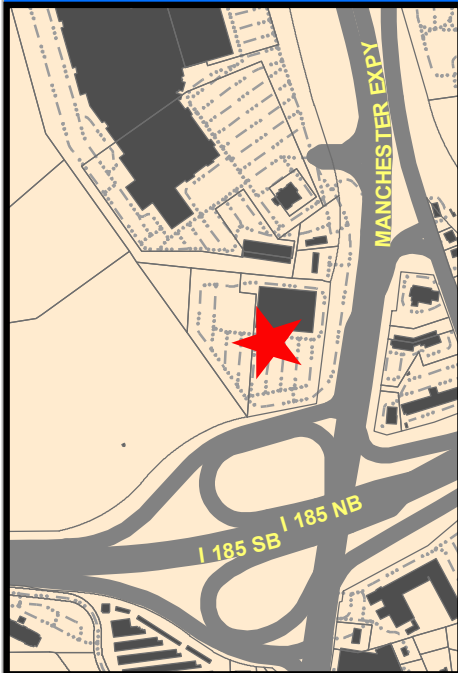


Zoning Map for REZN 01-21-0125  
Map 069 Block 008 Lots 004, 022 & 023  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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: 1/21/2021

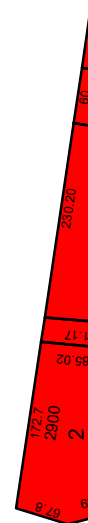


**Legend**

**Existing Land Use**

- General Commercial
- Public/Institutional

MANCHESTER EXPY



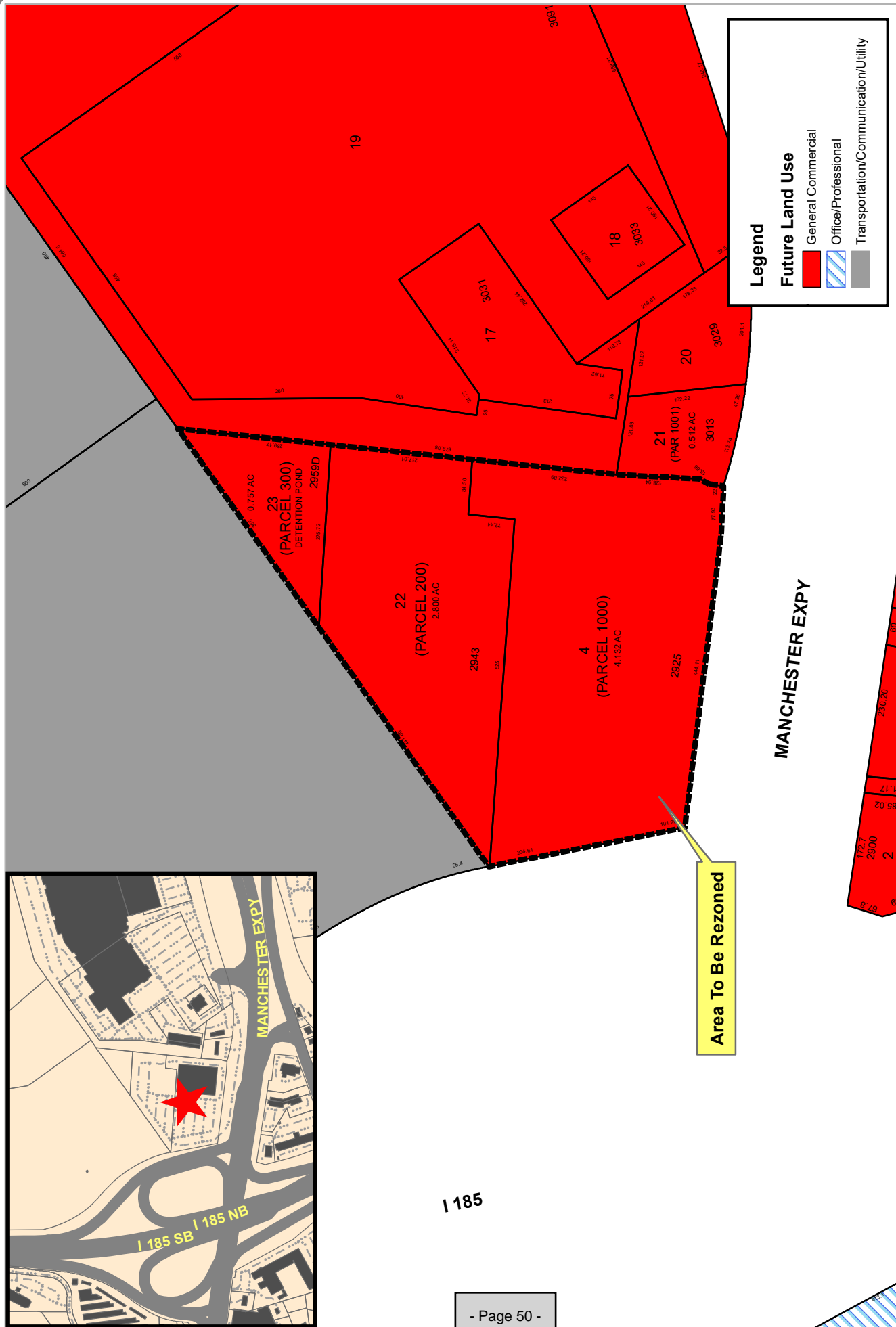
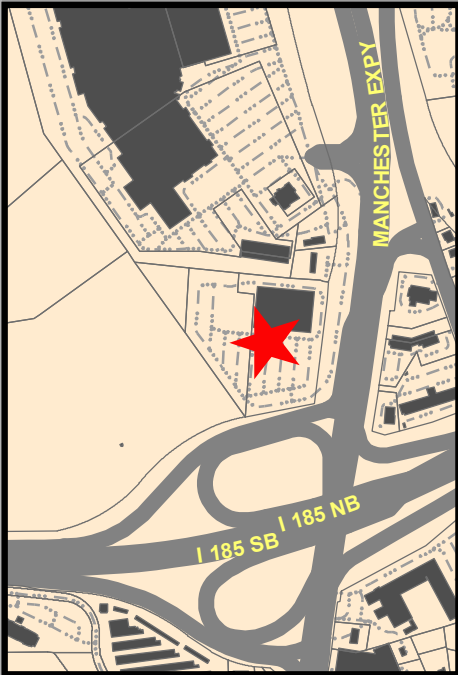
0 100 200 Feet  
1 inch = 200 feet  
Data Source: IT/GIS  
Author: David Cooper

Existing Land Use Map for REZN 01-21-0125  
Map 069 Block 008 Lots 004, 022 & 023  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Map information is believed to be correct but is not guaranteed.



Date: 1/21/2021



Item #2.

0 100 200 Feet  
1 inch = 200 feet

Data Source: IT/GIS  
Author: David Cooper

**Future Land Use Map for REZN 01-21-0125**  
**Map 069 Block 008 Lots 004, 022 & 023**  
**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: 1/21/2021

REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO.  
PROJECT  
CLIENT  
REZONING REQUEST

REZN 01-21-0125  
2925 Manchester Expressway  
GC to LMI

LAND USE

Trip Generation Land Use Code\*  
Existing Land Use  
Proposed Land Use  
Existing Trip Rate Unit  
Proposed Trip Rate Unit

814 & 150  
General Commercial (GC)  
Light Manufacturing - Industrial - (LMI)  
GC - Acreage converted to square footage.  
LMI - Acreage converted to square footage.

TRIP END CALCULATION \*

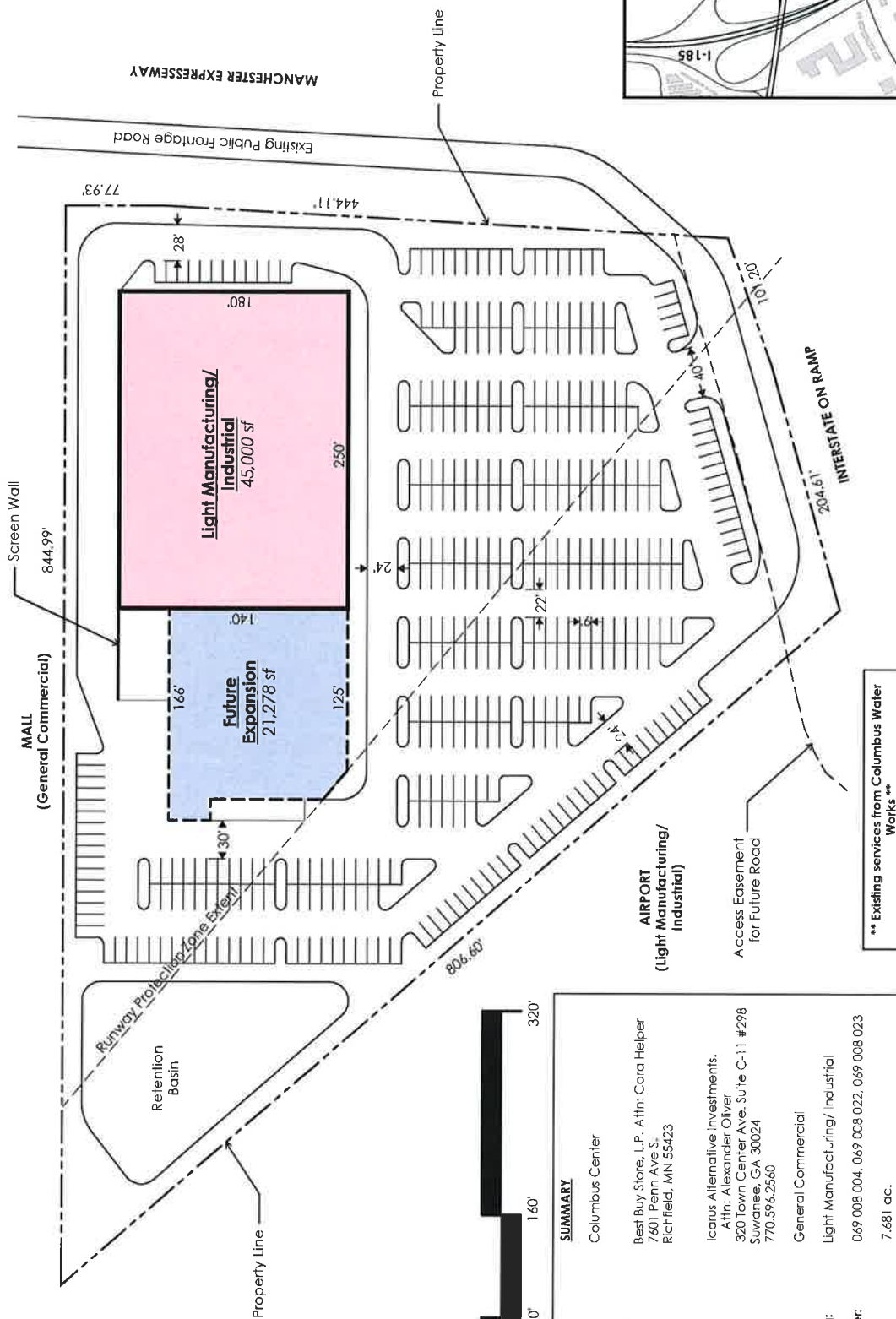
Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (Existing Zoning)					
Specialty Retail Center	814	GC	7,681 Acres	44.32	185
				42.04	176
				20.43	85
				Total	446
Daily (Proposed Zoning)					
Warehousing	150	LMI	7,681 Acres	3.56	80
				1.23	28
				0.78	18
				Total	126

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

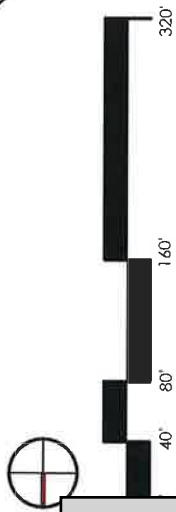
TRAFFIC PROJECTIONS

EXISTING ZONING (GC)			PROPOSED ZONING (LMI)		
Name of Street		Manchester Expressway	Name of Street		Manchester Expressway
Street Classification		Divided Expressway	Street Classification		Divided Expressway
No. of Lanes		6	No. of Lanes		6
City Traffic Count (2019)		50,700	City Traffic Count (2019)		50,700
Existing Level of Service (LOS)**		C	Existing Level of Service (LOS)**		C
Additional Traffic due to Existing Zoning		446	Additional Traffic due to Proposed		126
Total Projected Traffic (2021)		51,146	Total Projected Traffic (2021)		50,826
Projected Level of Service (LOS)**		C	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)

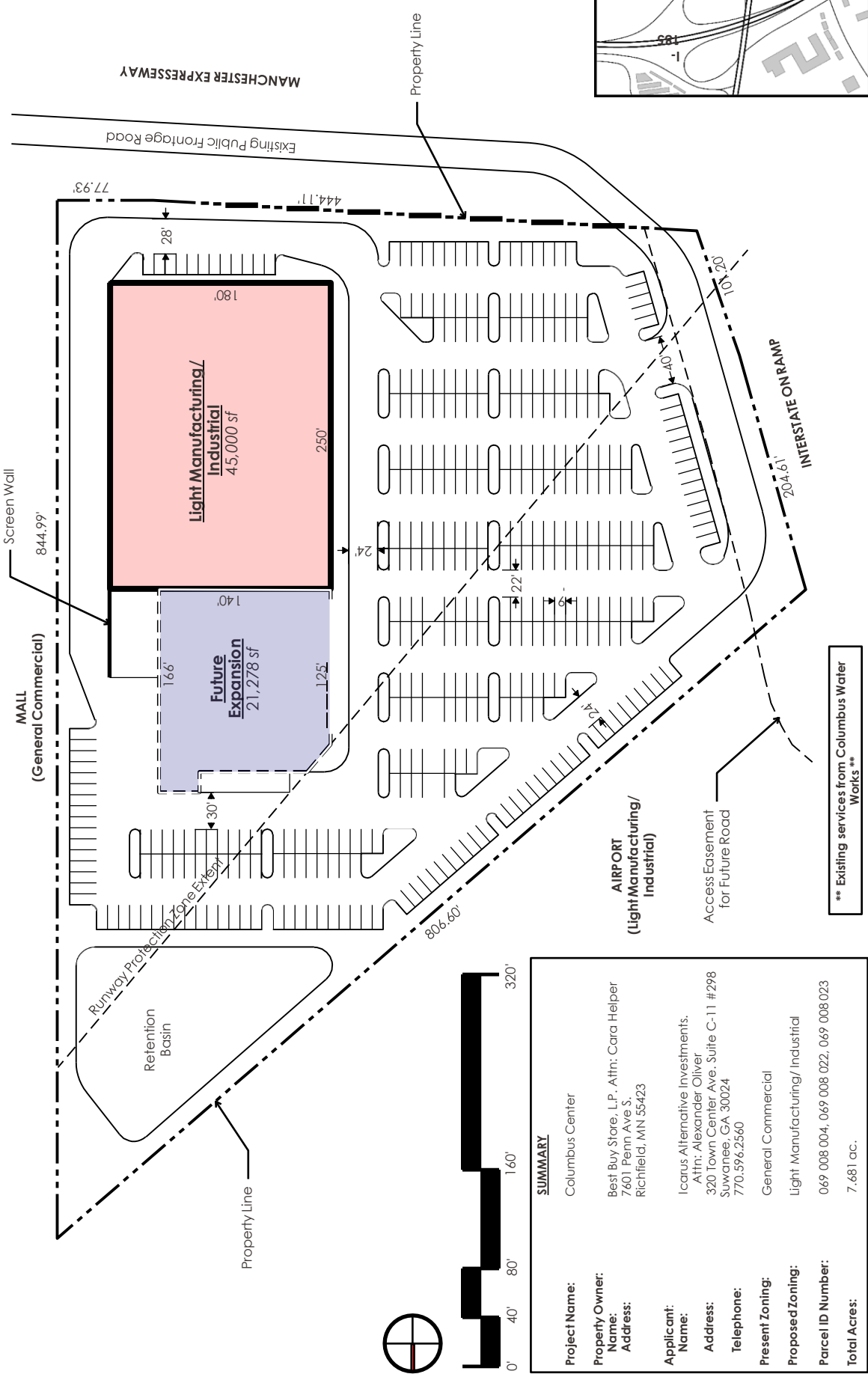


\*\* Existing services from Columbus Water Works \*\*

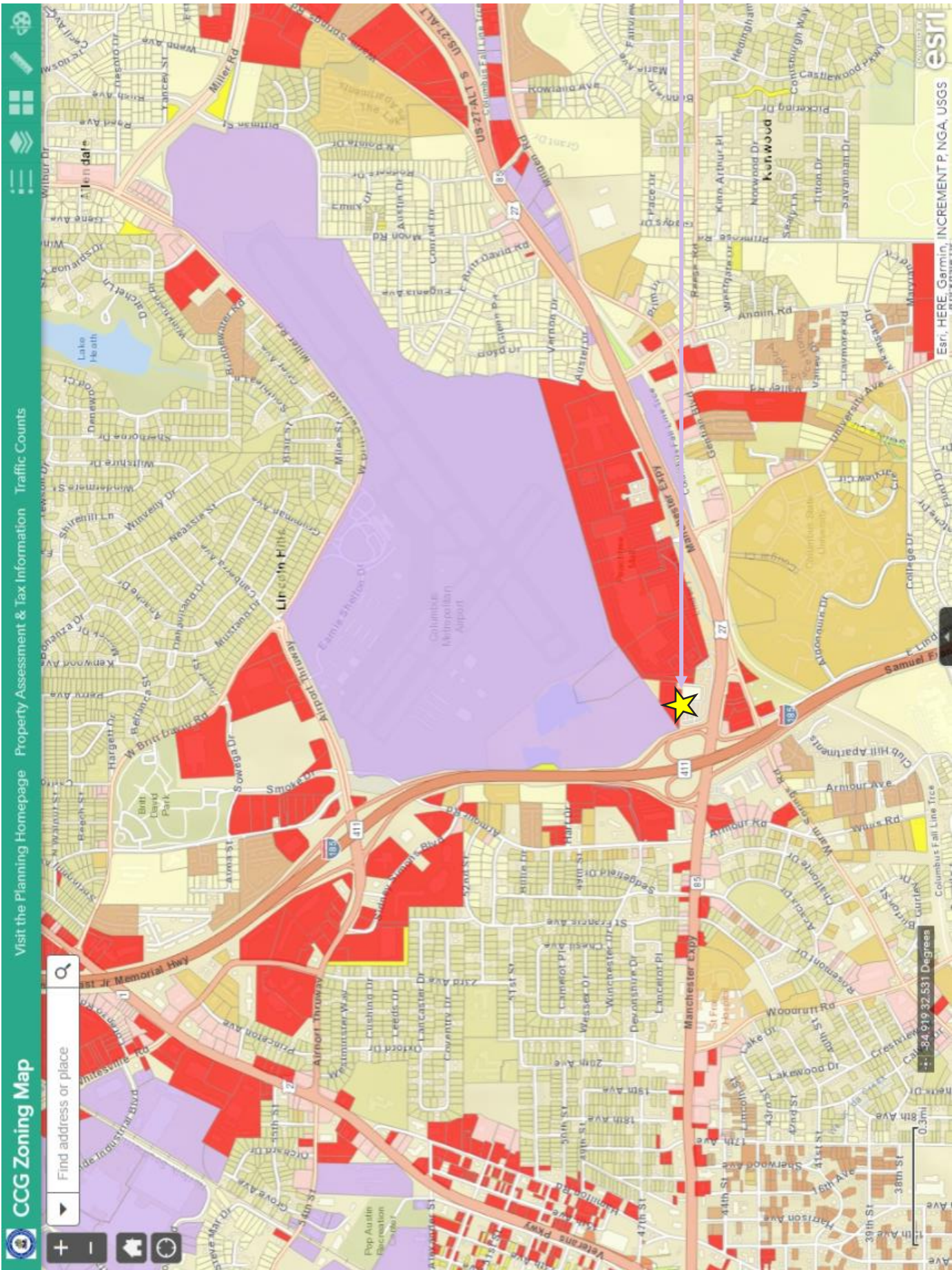


SUMMARY	
<b>Project Name:</b>	Columbus Center
<b>Property Owner:</b>	Best Buy Store, L.P. Attn: Cara Helper
<b>Name:</b>	7601 Penn Ave S.
<b>Address:</b>	Richfield, MN 55423
<b>Applicant:</b>	Icarus Alternative Investments.
<b>Name:</b>	Attn: Alexander Oliver
<b>Address:</b>	320 Town Center Ave. Suite C-11 #298
<b>Telephone:</b>	Suwanee, GA 30024
<b>Present Zoning:</b>	770.594.2560
<b>Proposed Zoning:</b>	General Commercial
<b>Parcel ID Number:</b>	Light Manufacturing/ Industrial
<b>Total Acres:</b>	069 008 004, 069 008 022, 069 008 023
	7.681 ac.





SUMMARY	
Project Name:	Columbus Center
Property Owner:	Best Buy Store, L.P. Attn: Cara Helper
Name:	7601 Penn Ave S.
Address:	Richfield, MN 55423
Applicant:	Icarus Alternative Investments.
Name:	Attn: Alexander Oliver
Address:	320 Town Center Ave, Suite C-11 #298
Telephone:	Suwanee, GA 30024
	770.596.2560
Present Zoning:	General Commercial
Proposed Zoning:	Light Manufacturing/ Industrial
Parcel ID Number:	069 008 004, 069 008 022, 069 008 023
Total Acres:	7.681 ac.



Subject Property

Item #2.

# Abandoned Dealership to Lyft Driver Support Center



# Abandoned Dealership to Lyft Driver Support Center



# Abandoned Dealership to Lyft Driver Support Center



# 1980s Vintage Office to Millennial Working Hub



# 1980s Vintage Office to Millennial Working Hub



# Single Story Warehouse to Fully Leased Office



# Single Story Warehouse to Fully Leased Office



# Trip Generation Estimates

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

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

## Trip Generation Study

### Last Mile Distribution Center

Columbus, GA

February 5, 2021

Submitted by

Maldino & Wilburn, LLC

February 5, 2021

## Traffic Generation Study

**Prepared For:**

Icarus Alternative Investments

Mr. Alex Oliver

Alex.oliver@icarusai.com

**Prepared By:**

Vern Wilburn, PE, PTOE

Maldino & Wilburn

1864 Lower Fayetteville Rd

Newnan, GA 30265

770.362.6184

vern@mwtraffic.com

Additional investigation by:

Mallory Maldino, EIT

Maldino & Wilburn Project No.: 21-08

# Table of Contents

1. Introduction .....	1
Proposed Development .....	2
2. Trip Generation Estimates .....	3
3. Summary of Findings.....	4
Appendices.....	5
A. Site Plan	
B. Trip Generation Reports	

# List of Figures

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Figure 2: Conceptual Site Plan .....	2

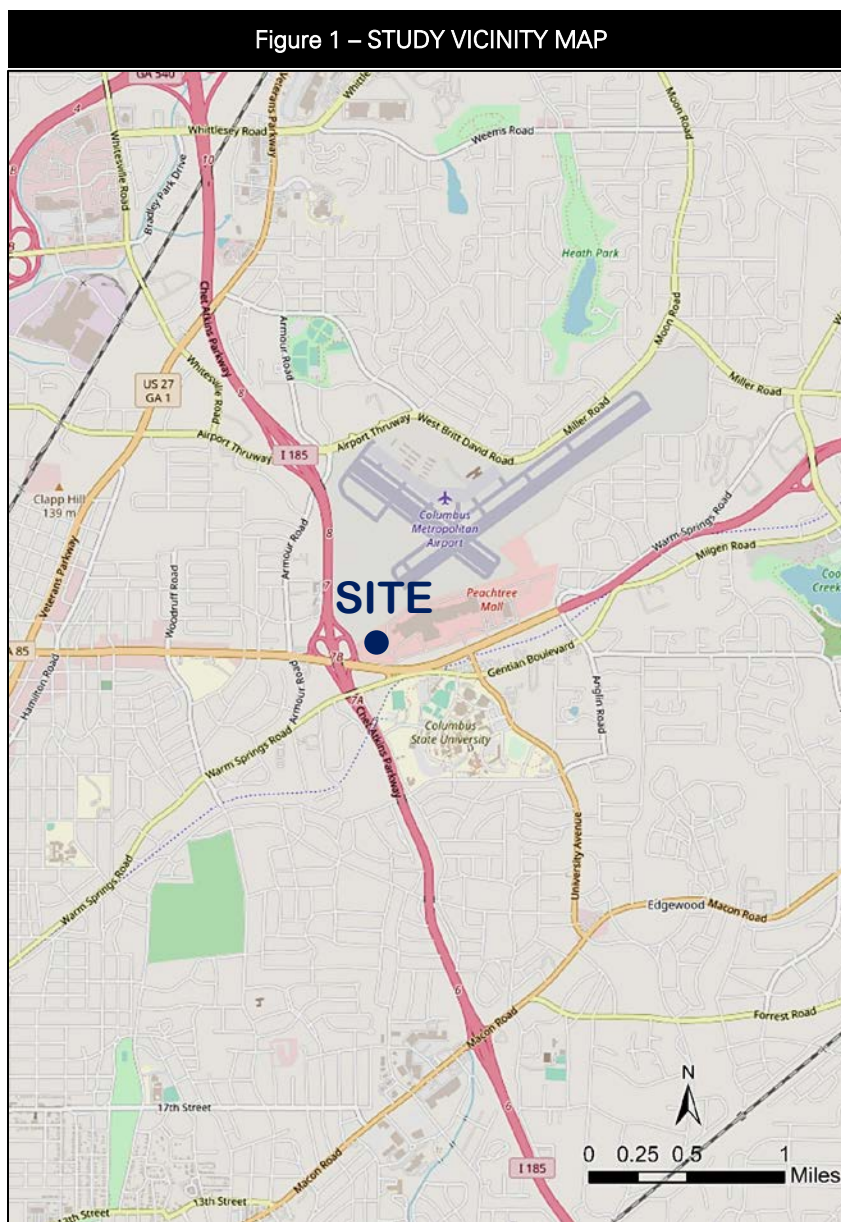
# List of Tables

Table 1: Estimated Trip Generation, Previous Best buy Store .....	3
Table 2: Estimated Trip Generation, Proposed Distribution Center .....	3

# 1. Introduction

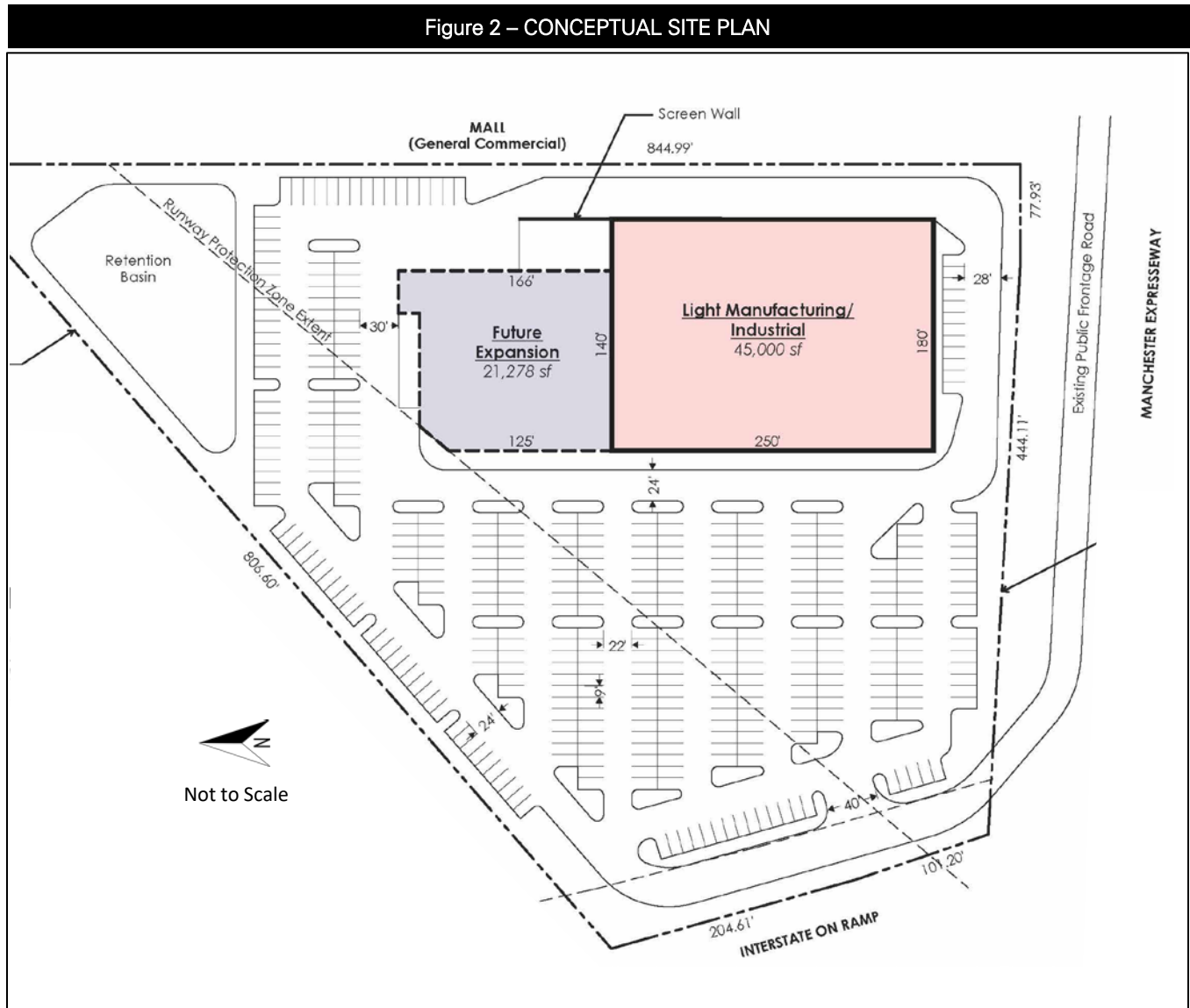
Icarus is proposing to convert a now vacant site that was previously used as a Best Buy store. The existing building is proposed to be used as a last mile distribution center. This report estimates trip generation associated with the proposed use and the previous use.

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



## Proposed Development

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



## 2. Trip Generation Estimates

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

**Table 1 – ESTIMATED TRIP GENERATION, PREVIOUS BEST BUY STORE**

PARCEL	ITE LAND-USE CODE	SIZE	DAILY (2 Way)
Previous Best Buy Store	863	45,000 SF	1847

**Table 2 – ESTIMATED TRIP GENERATION, PROPOSED DISTRIBUTION CENTER**

PARCEL	ITE LAND-USE CODE	SIZE	DAILY (2 Way)
Last Mile Distribution Center	155	45,000 SF	368
Expansion	155	21,278 SF	174
Total		66,278	542

### 3. Summary of Findings

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

The following summarizes the findings of the trip generation study:

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

# Appendices

- A. Site Plan
- B. Trip Generation Reports

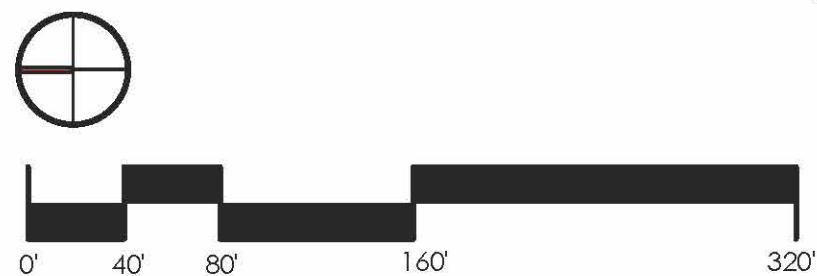
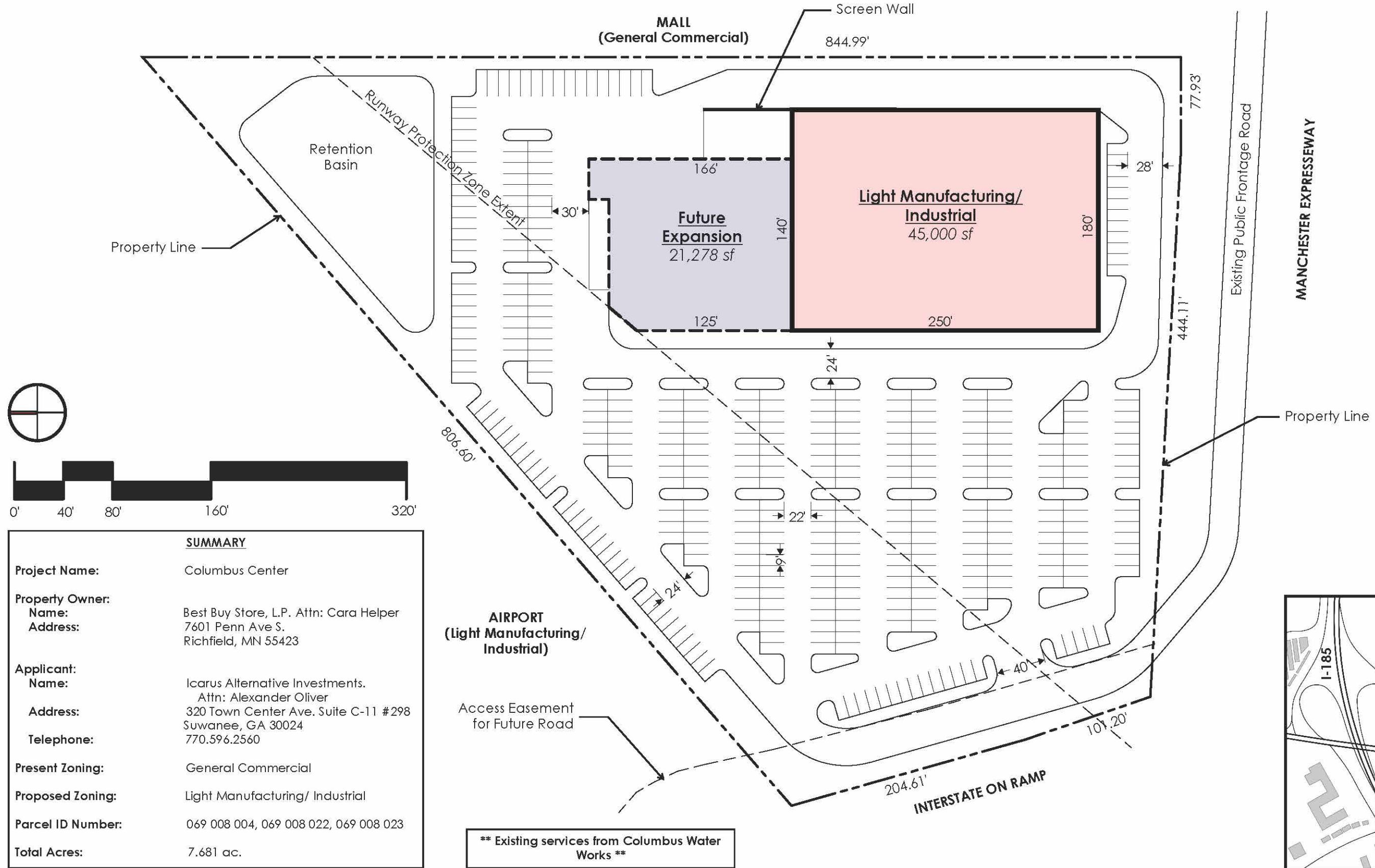
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## Appendix A

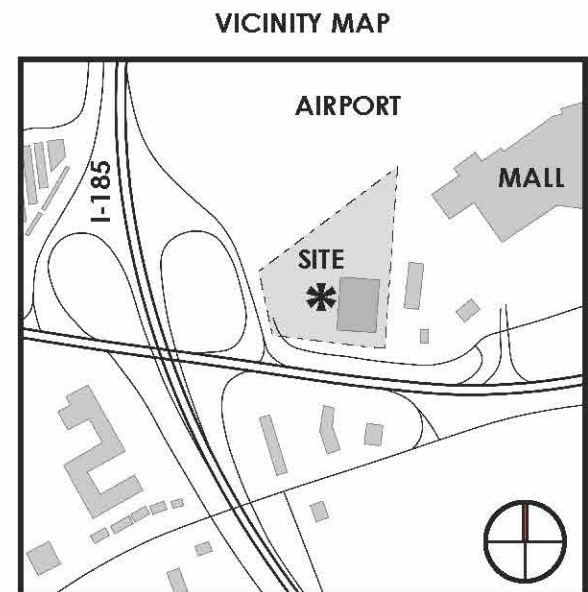
### Site Plan

---





SUMMARY	
Project Name:	Columbus Center
Property Owner:	
Name:	Best Buy Store, L.P. Attn: Cara Helper
Address:	7601 Penn Ave S. Richfield, MN 55423
Applicant:	
Name:	Icarus Alternative Investments. Attn: Alexander Oliver
Address:	320 Town Center Ave. Suite C-11 #298 Suwanee, GA 30024
Telephone:	770.596.2560
Present Zoning:	General Commercial
Proposed Zoning:	Light Manufacturing/ Industrial
Parcel ID Number:	069 008 004, 069 008 022, 069 008 023
Total Acres:	7.681 ac.



---

## Appendix B

### Trip Generation Reports

---



## Trip Generation Summary

Item #2.

Alternative: Alternative 1

Phase:

Open Date: 2/5/2021

Project: Previous Best Buy Store

Analysis Date: 2/5/2021

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
863	SUPERSTOREELEC 1 45 1000 Sq. Ft. GFA		924	923	1847		9	5	14		94	98	192
Unadjusted Volume			924	923	1847		9	5	14		94	98	192
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		38	38	76
Volume Added to Adjacent Streets			924	923	1847		9	5	14		56	60	116

Total Weekday Average Daily Trips Internal Capture = 0 Percent

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

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

\* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION SOFTWARE, LLC

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P. 1

B-1

## Trip Generation Summary

Item #2.

Alternative: Alternative 1

Phase:

Open Date: 2/5/2021

Project: Last Mile Distribution

Analysis Date: 2/5/2021

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
155	WAREHOUSE-HCFC 1		184	184	368				27				62
	45 1000 Sq. Ft. GFA												
Unadjusted Volume			184	184	368		0	0	0		0	0	0
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			184	184	368		0	0	0		0	0	0

Total Weekday Average Daily Trips Internal Capture = 0 Percent

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

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

\* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION SOFTWARE, LLC

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P. 1

B-2

## Trip Generation Summary

Item #2.

Alternative: Alternative 1

Phase:

Open Date: 2/5/2021

Project: Expansion

Analysis Date: 2/5/2021

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
155	WAREHOUSE-HCFC 1		87	87	174				13				29
	21.28 1000 Sq. Ft. GFA												
Unadjusted Volume			87	87	174		0	0	0		0	0	0
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			87	87	174		0	0	0		0	0	0

Total Weekday Average Daily Trips Internal Capture = 0 Percent

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

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

\* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION SOFTWARE, LLC

- Page 76 -

P. 1

B-3

**File Attachments for Item:**

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

AN ORDINANCE

NO. \_\_\_\_\_

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

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION 1.

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

“ Use Category	H I S T	R E 1 0	R E 5	R E 1	R T	S F 1	S F 2	S F 3	S F 4	R F 1	R 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 H S
Commercial																							
Medical Cannabis Dispensary*													P	P	P			P					
Manufacturing and Industrial																							
Indoor Cannabis Grow Facilities*																				P	P		

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

SECTION 2.

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

“Chapter 13 – Definitions.

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

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

\_\_\_\_\_  
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 23rd day of March, 2021; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	v _____

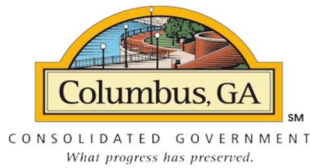
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____
Councilor Woodson	voting _____

---

**Sandra T Davis**  
Clerk of Council

---

**B. H. “Skip” Henderson, III**  
Mayor



## Planning Department

March 03, 2021

Honorable Mayor and Councilors  
City Manager  
City Attorney  
Clerk of Council

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

**Subject:** (REZN-01-21-3244) Request to amend the text of the Unified Development Ordinance (UDO) for several updates to read as follows:

### UNIFIED DEVELOPMENT ORDINANCE REVISIONS (Explanation of Revisions)

#### 1. **Explanation of Revisions: Amend Table 3.1.1. by permitting the following uses in the in the following districts:**

Use Category	H I S T	R E 10	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
<b>Commercial</b>																							
<b>Medical Cannabis Dispensary</b>												P	P	P				P					
<b>Manufacturing and Industrial</b>																							
<b>Indoor Cannabis Grow Facilities</b>																				P	P		

**All legal cannabis-related activity oversight falls under the Georgia Access to Medical Cannabis Commission (GMCC). The GMCC and their partners (GBI, UGA, National**

Institute on Drug Abuse, etc.) oversee ALL aspects of medical cannabis growth and distribution for the state of Georgia.

**2. Explanation of Revisions: Amend Chapter 13 – Definitions by adding a definition for Medical Cannabis Dispensary and Indoor Cannabis Grow Facility:**

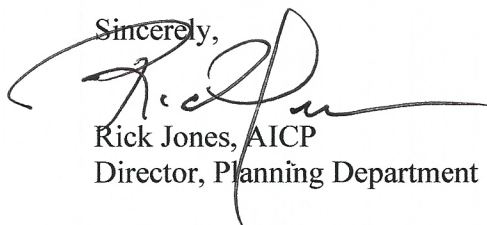
ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>Chapter 13 - Definitions.</p> <p>N/A</p>	<p>Chapter 13 – Definitions.</p> <p><i>Medical Cannabis Dispensary.</i> A facility permitted by the Georgia Access to Medical Cannabis Commission to sell low THC oil to registered patients by a dispensing license.</p> <p><i>Indoor Cannabis Grow Facility.</i> A facility permitted by the Georgia Access to Medical Cannabis Commission to produce and manufacture low THC oil issued pursuant to OCGA Section 16-12-211 (Class 1) and OCGA Section 16-12-212 (Class 2).</p>

**Recommendations:**

The Planning Advisory Commission (PAC) considered this text amendment at their meeting on February 17, 2021. PAC recommended **approval** by a vote of 8-0.

The Planning Department recommends **approval**.

Sincerely,



Rick Jones, AICP  
Director, Planning Department

**File Attachments for Item:**

4. A resolution authorizing the Columbus Water Works to accept a \$13,300,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem)

**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 March 8, 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 \$13,300,000 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 \_\_\_\_\_ 2021 adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.
Councilor Woodson 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: CW2020020**


At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 8<sup>th</sup> day of March, the following resolution was introduced and adopted.

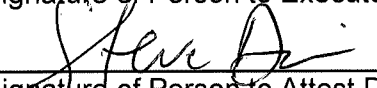
**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$13,300,000** from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the 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

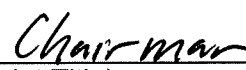
**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

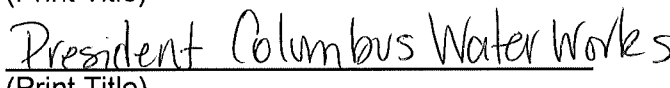
**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

**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)

  
(Signature of Person to Attest Documents)

  
(Print Title)

  
(Print Title)

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

Dated: 3/8/2021

(SEAL)

Alfred D. Hinton  
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 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **THIRTEEN MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$13,300,000)** 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) **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 **\$13,300,000**, 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 percent (1%) 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 **JULY 25, 2021**. 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: \_\_\_\_\_  
Kevin Clark  
Executive Director

(SEAL)



**EXHIBIT A**  
**PAGE 1 OF 3**

**DESCRIPTION OF THE PROJECT**

**SCOPE OF WORK**

**Recipient: COLUMBUS WATER WORKS**

**Loan Number: CW2020020**

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: CW2020020**

<b>ITEM</b>	<b>TOTAL</b>	<b>CWSRF</b>
Construction	\$8,969,000	\$8,969,000
Contingency	2,355,000	2,355,000
Engineering & Inspection	1,976,000	1,976,000
Administrative/Legal	-	-
<b>TOTAL</b>	<b>\$13,300,000</b>	<b>\$13,300,000</b>

\*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: CW2020020**

<b>ACTION</b>	<b>DATE</b>
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  
CW2020020

SPECIMEN PROMISSORY NOTE

**\$13,300,000**

**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 **THIRTEEN MILLION THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$13,300,000)**, 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 **ZERO AND 13/100 PERCENT (0.13%)**, (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 15<sup>th</sup> 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: CW2020020**

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: CW2020020**

None.

**EXHIBIT D  
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2020020**

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](http://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: CW2020020**

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  
233 Peachtree St NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

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. **CW2020020**, 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

**EXHIBIT F (1)****EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY****Recipient: CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA****Loan Number: CW2020020****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 \$13,300,000 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 \_\_\_\_\_ 2021 adopted at said meeting by the affirmative vote of ten members of said Council.

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

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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: CW2020020**

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

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$13,300,000** 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)

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

Dated: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Secretary/Clerk

**File Attachments for Item:**

5. A resolution authorizing the Columbus Water Works to accept a \$24,705,000 Clean Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem)

**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 March 8, 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 \$24,705,000 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 \_\_\_\_\_ 2021 adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.
Councilor Woodson 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: CW2020019**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 8th day of March, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$24,705,000** 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)

  
(Signature of Person to Attest Documents)

  
(Print Title)

  
(Print Title)

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

Dated: 3/8/2021

Alvaro D. Hinton  
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 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TWENTY-FOUR MILLION SEVEN HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (\$24,705,000)** 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 **\$24,705,000**, 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 percent (1%) 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 5, 2021**. 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**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Clifton C. Fay  
City Attorney

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: \_\_\_\_\_  
Kevin Clark  
Executive Director

(SEAL)



**EXHIBIT A**  
**PAGE 1 OF 3**

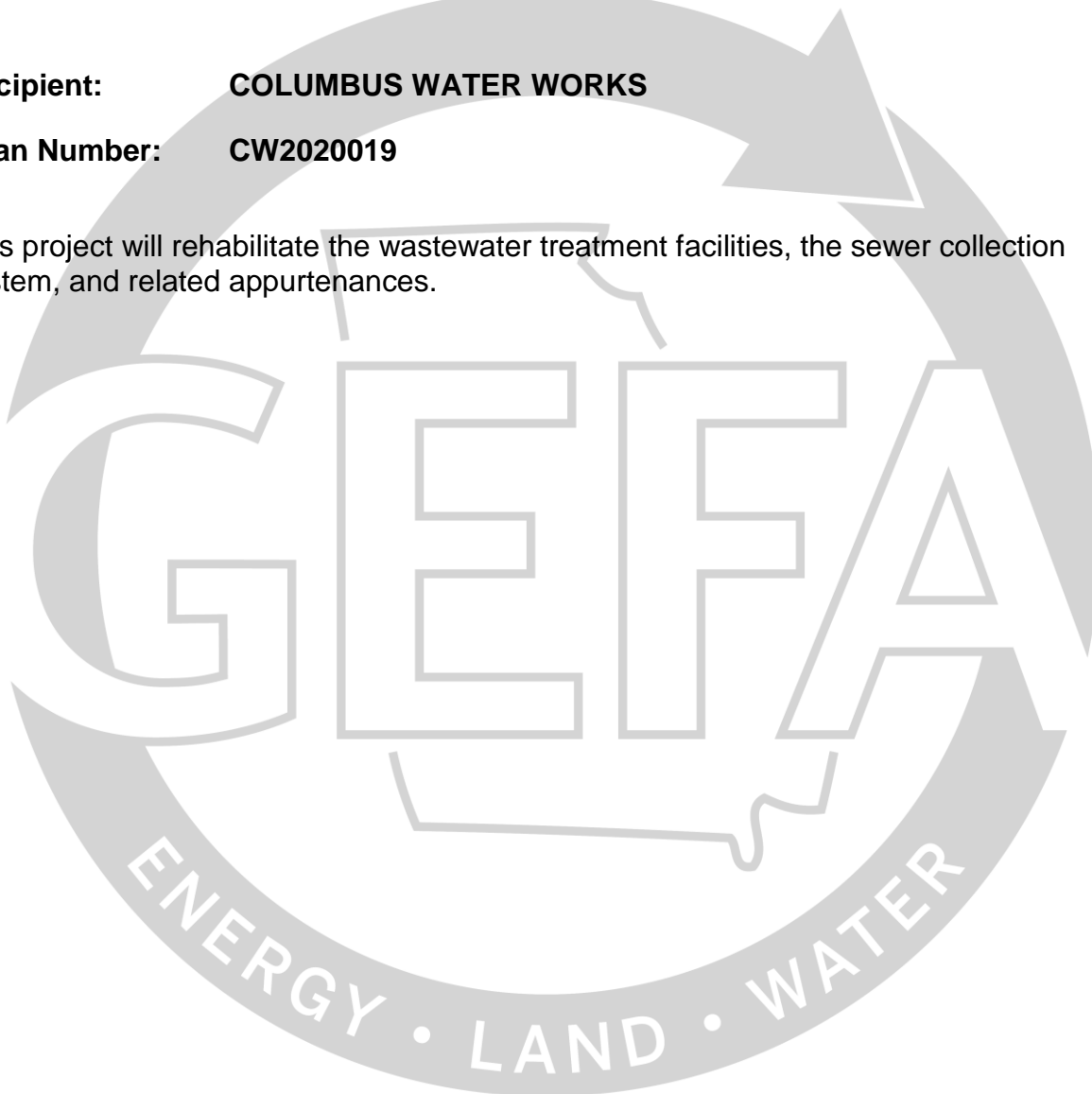
**DESCRIPTION OF THE PROJECT**

**SCOPE OF WORK**

**Recipient: COLUMBUS WATER WORKS**

**Loan Number: CW2020019**

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**

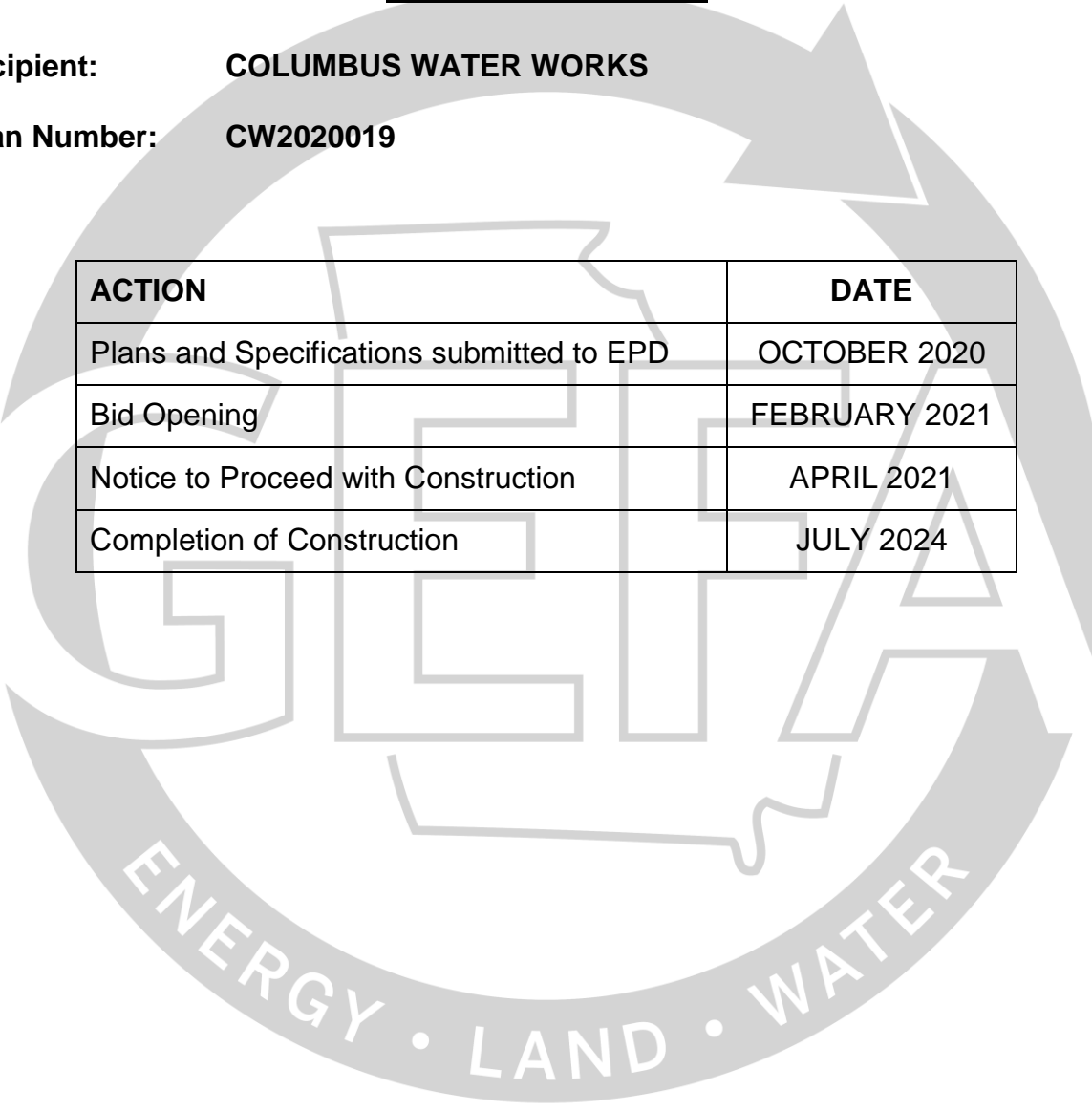
**PROJECT BUDGET**

**Recipient: COLUMBUS WATER WORKS**

**Loan Number: CW2020019**

<b>ITEM</b>	<b>TOTAL</b>	<b>CWSRF</b>
Construction	\$16,230,000	\$16,230,000
Contingency	4,870,000	4,870,000
Engineering & Inspection	3,605,000	3,605,000
Administrative/Legal	-	-
<b>TOTAL</b>	<b>\$24,705,000</b>	<b>\$24,705,000</b>

\*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: CW2020019**

<b>ACTION</b>	<b>DATE</b>
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  
CW2020019

SPECIMEN PROMISSORY NOTE

**\$24,705,000**

**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 **TWENTY-FOUR MILLION SEVEN HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (\$24,705,000)**, 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 **ZERO AND 13/100 PERCENT (0.13%)**, (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 15<sup>th</sup> 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: \_\_\_\_\_  
Name: \_\_\_\_\_ **SPECIMEN** \_\_\_\_\_

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: CW2020019**

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.

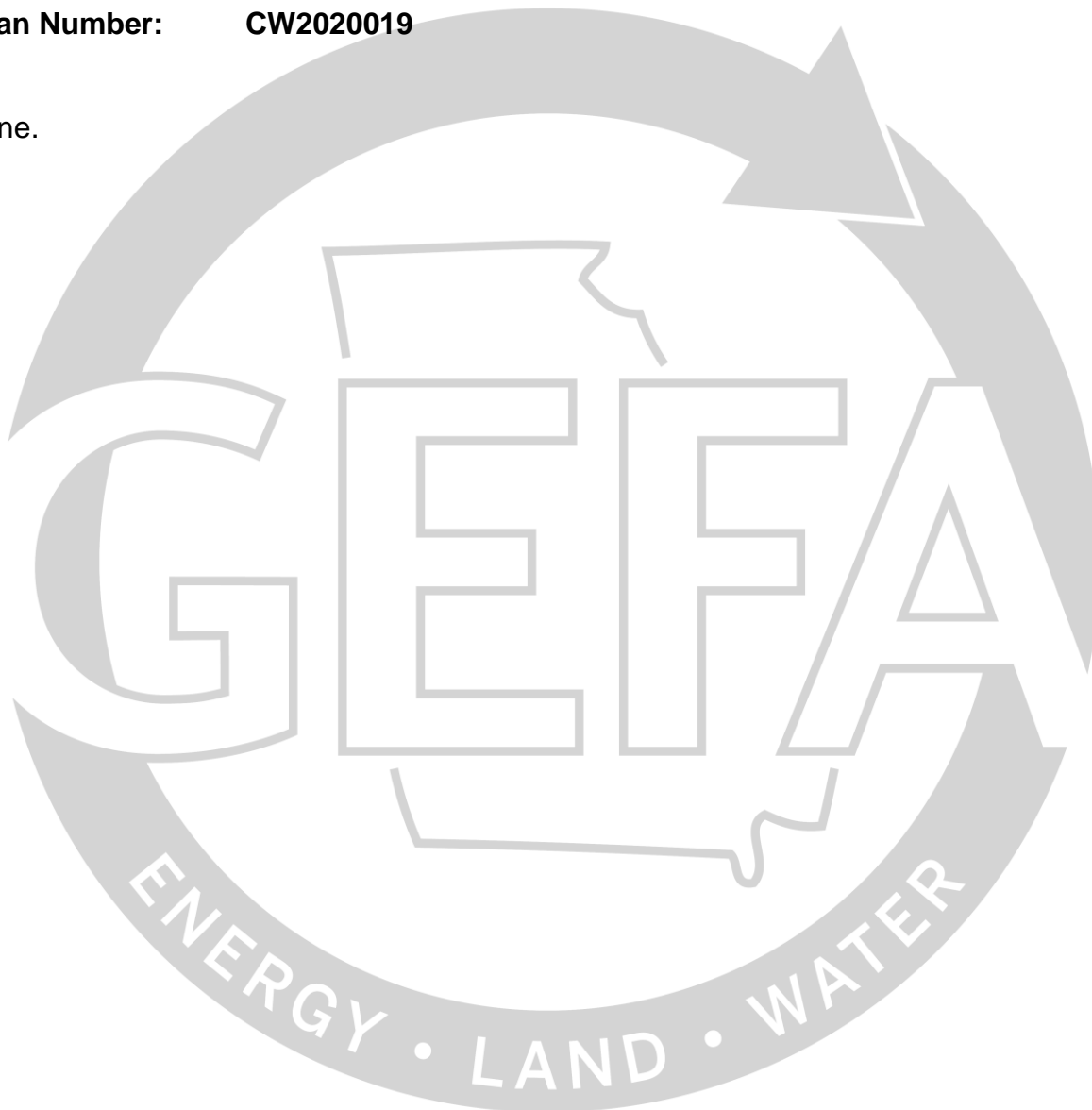
**EXHIBIT D**  
**PAGE 1 OF 6**

**STATE REQUIREMENTS**

**Recipient:** COLUMBUS WATER WORKS

**Loan Number:** CW2020019

None.



**EXHIBIT D  
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: CW2018004**

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](http://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.

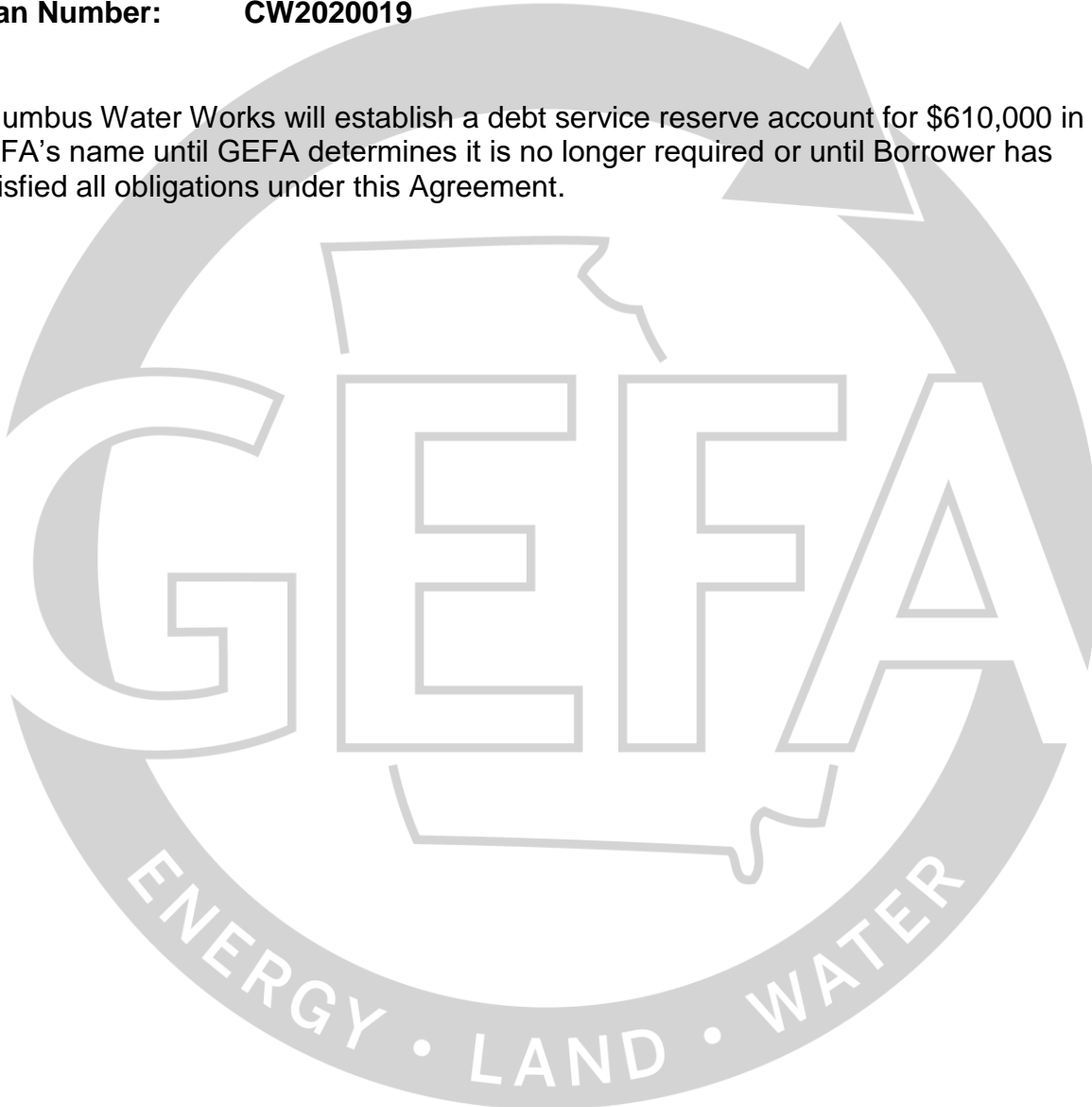
The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 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: CW2020019**

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  
233 Peachtree St NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

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. **CW2020019**, 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

## EXHIBIT F (1)

**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY****Recipient: CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA****Loan Number: CW2020019****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 \$24,705,000 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 \_\_\_\_\_ 2021 adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting \_\_\_\_\_.  
 Councilor Barnes voting \_\_\_\_\_.  
 Councilor Crabb voting \_\_\_\_\_.  
 Councilor Davis voting \_\_\_\_\_.  
 Councilor Garrett voting \_\_\_\_\_.  
 Councilor House voting \_\_\_\_\_.  
 Councilor Huff voting \_\_\_\_\_.  
 Councilor Thomas voting \_\_\_\_\_.  
 Councilor Tucker voting \_\_\_\_\_.  
 Councilor Woodson 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: CW2020019**

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

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$24,705,000** 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)

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Clerk

(SEAL)



**File Attachments for Item:**

6. A resolution authorizing the Columbus Water Works to accept a \$22,439,000 Drinking Water State Revolving Fund Loan from the Georgia Environmental Finance Authority and authorizing the City Manager to sign necessary documents to facilitate the transaction. (Mayor Pro-Tem)

**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 March 8, 2021, which is attached as Exhibit "A", authorized its acceptance of State Revolving Loan funds from the Drinking Water State Revolving Loan Fund ("DWSRF") administered by the Georgia Environmental Finance Authority ("GEFA"); and

**WHEREAS**, it has been determined that \$22,439,000 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 \_\_\_\_\_ 2021 adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.
Councilor Woodson 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:** DW2020030

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 8<sup>th</sup> day of March, the following resolution was introduced and adopted.

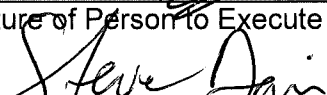
**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$22,439,000** from **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing 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)

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

Dated: \_\_\_\_\_

(SEAL)

Alva D. Hinton  
Secretary/Clerk

**DRINKING 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 **DRINKING 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 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TWENTY-TWO MILLION FOUR HUNDRED THIRTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$22,439,000)** from the **DRINKING 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) **APRIL 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 **\$22,439,000**, 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 percent (1%) 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 5, 2021**. 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: \_\_\_\_\_  
Kevin Clark  
Executive Director

(SEAL)



**EXHIBIT A**  
**PAGE 1 OF 3**

**DESCRIPTION OF THE PROJECT**

**SCOPE OF WORK**

**Recipient: COLUMBUS WATER WORKS**

**Loan Number: DW2020030**

This project will make improvements to the water distribution system and related appurtenances.

**EXHIBIT A**  
**PAGE 2 OF 3**

**DESCRIPTION OF THE PROJECT**

**PROJECT BUDGET**

**Recipient: COLUMBUS WATER WORKS**

**Loan Number: DW2020030**

<b>ITEM</b>	<b>TOTAL</b>	<b>DWSRF</b>
Construction	\$16,652,552	\$16,652,552
Contingency	2,943,300	2,943,300
Engineering & Inspection	2,843,148	2,843,148
Administrative/Legal	-	-
<b>TOTAL</b>	<b>\$22,439,000</b>	<b>\$22,439,000</b>

\*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: DW2020030**

<b>ACTION</b>	<b>DATE</b>
Plans and Specifications submitted to EPD	OCTOBER 2020
Bid Opening	DECEMBER 2020
Notice to Proceed with Construction	JANUARY 2021
Completion of Construction	DECEMBER 2024

EXHIBIT B  
PAGE 1 OF 3  
COLUMBUS WATER WORKS  
DW2020030

SPECIMEN PROMISSORY NOTE

**\$22,439,000**

**FOR VALUE RECEIVED**, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of **DRINKING 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 **TWENTY-TWO MILLION FOUR HUNDRED THIRTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$22,439,000)**, 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 **ZERO AND 13/100 PERCENT (0.13%)**, (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) **APRIL 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 15<sup>th</sup> 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 3**

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.

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.

**EXHIBIT B**  
**PAGE 3 OF 3**

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.

**SIGNED, SEALED, AND DELIVERED** by the undersigned Borrower as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

(SEAL)

By: \_\_\_\_\_ **SPECIMEN**

Name:

Title:

Approved as to form:

Attest:

By: \_\_\_\_\_ **SPECIMEN**  
Authority Attorney

\_\_\_\_\_ **SPECIMEN**

Name:

Title:

**EXHIBIT C  
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: DW2020030**

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 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:** DW2020030

None.

**EXHIBIT D  
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: COLUMBUS WATER WORKS****Loan Number: DW2020030**

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 Safe Drinking 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](http://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 Drinking 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. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking 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 Safe Drinking 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

**EXHIBIT D**  
**PAGE 5 OF 6**

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 contact;
- 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: DW2020030**

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

Drinking Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
233 Peachtree St NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

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. **DW2020030**, between the Borrower and **DRINKING 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 elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

**EXHIBIT E**  
**PAGE 2 OF 2**

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,

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Signature

---

Printed Name

---

Date

**EXHIBIT F (1)****EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY****Recipient: CONSOLIDATED GOVERNMENT OF COLUMBUS GEORGIA****Loan Number: CW2020019****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 Drinking Water State Revolving Loan Fund ("DWSRF") administered by the Georgia Environmental Finance Authority ("GEFA"); and

**WHEREAS**, it has been determined that \$22,439,000 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 \_\_\_\_\_ 2021 adopted at said meeting by the affirmative vote of ten members of said Council.

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

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Sandra T. Davis, Clerk of Council

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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: DW2020030**

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

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$22,439,000** from **DRINKING 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)

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

Dated: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Secretary/Clerk

**File Attachments for Item:**

7. A resolution commending Eleanor White on 65 years of service to Columbus and 30 years of service on the Board of Elections and Registration. (Mayor Pro Tem)

A RESOLUTION  
No.

WHEREAS, Ms. Eleanor White of Columbus, Georgia has served her community diligently and faithfully for sixty-five years;

WHEREAS, Ms. White began her career with Columbus, Georgia on February 25, 1955 as a part time playground director with the Department of Recreation. She went on to serve in several capacities for the Department of Parks and Recreation ultimately taking the position Administrative Assistant/ Internal Affairs on July 1, 1985;

WHEREAS, Ms. White retired from her full-time employment with the Columbus Consolidated Government on December 31, 1990 after thirty-five years of service;

WHEREAS, this Council appointed Ms. White as a member of the Muscogee County Board of Elections and Registration in November of 1991, and she has continued to serve in that capacity for almost thirty years;

WHEREAS, Ms. White has also faithfully served as an Elections Worker for every election since November 3, 1998; and

WHEREAS, Ms. White has recently announced her intention to retire from her post on the Board of Elections.

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

This Council hereby expresses its appreciation for the diligent, faithful, and meritorious service of Ms. Eleanor White in so many capacities for sixty-five years.

Let a copy of this Resolution be furnished to Ms. Eleanor White as an expression of appreciation of this Council and the citizens of Columbus, Georgia for her service.

-----

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the \_\_\_\_ day of \_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of 10 members of said Council.

Councilor Allen voting	_____
Councilor Barnes voting	_____
Councilor Davis voting	_____
Councilor Huff voting	_____
Councilor Tucker voting	_____
Councilor Crabb voting	_____
Councilor Walker voting	_____
Councilor House voting	_____
Councilor Thomas voting	_____
Councilor Woodson voting	_____

\_\_\_\_\_  
Sandra T. Davis  
CLERK of Council

\_\_\_\_\_  
B.H "Skip" Henderson, III  
MAYOR

**File Attachments for Item:**

Resolution establishing the qualifying fee for the special election to be held on June 15, 2021, and for other purposes.

## RESOLUTION

No. \_\_\_\_\_

A Resolution establishing the qualifying fee for the special election to be held on June 15, 2021, and for other purposes.

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## THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:

Pursuant to O.C.G.A. § 21-2-131, the following qualifying fee for the June 15, 2021 special election to fill the vacancy for Board of Education District 2 of Muscogee County is fixed at \$135.00 and shall be published in the Columbus Ledger-Enquirer by the Executive Director of the Board of Elections and Registration after signing of this Resolution.

-----

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 23rd day of March, 2021, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

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

\_\_\_\_\_  
Sandra T. Davis  
CLERK of Council

\_\_\_\_\_  
B.H "Skip" Henderson, III  
MAYOR

**File Attachments for Item:**

**1. Hawks Foundation Grants**

Approval is requested to allow Parks and Recreation to apply for grants available through the Hawks Foundation and Georgia Recreation and Parks Association. Each agency can apply for up to \$1,750 (4 agencies per district will be awarded) for needs-based scholarship registration.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #1.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Hawks Foundation Grants</b>
<b>AGENDA SUMMARY:</b>	Approval is requested to allow Parks and Recreation to apply for grants available through the Hawks Foundation and Georgia Recreation and Parks Association. Each agency can apply for up to \$1,750 (4 agencies per district will be awarded) for needs-based scholarship registration.
<b>INITIATED BY:</b>	<b>Parks and Recreation</b>

---

**Recommendation:** Approval is requested to allow Parks and Recreation to apply for grants available through the Hawks Foundation and Georgia Recreation and Parks Association, to accept any funds if awarded and to amend the multi-governmental fund by the amount of the award. Each agency can apply for up to \$1,750 (4 agencies per district will be awarded) for needs-based scholarship registration.

**Background:** GRPA in partnership with the Atlanta Hawks and the Hawks Foundation are offering GRPA member agencies funding, resources and opportunities across the state to help serve communities through the game of basketball. Each agency can apply for up to \$1,750 (4 agencies per district will be awarded) for needs-based scholarship registration.

**Analysis:** Funding will be used to completely scholarship youth and/or special needs participants who are unable to pay for participation. The fee includes registration as well as the complete uniform. With a scholarship this would be at no costs to the parents.

**Financial Considerations:** There are no financial obligations.

**Legal Considerations:** No legal considerations.

**Recommendation/Action:** Authorize the City Manager to allow Parks and Recreation to apply for grants available through the Hawks Foundation and Georgia Recreation and Parks Association, to accept any funds if awarded and to amend the multi-governmental fund by the amount of the award.

**A RESOLUTION**

**NO.**

**A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, TO AUTHORIZE PARKS AND RECREATION DEPARTMENT TO APPLY FOR GRANTS AVAILABLE THROUGH THE HAWKS FOUNDATION AND GEORGIA RECREATION AND PARKS ASSOCIATION, TO ACCEPT ANY FUNDS IF AWARDED AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT OF THE AWARD.**

Item #1.

**WHEREAS**, the department will use this scholarship for basketball participants; and,

**WHEREAS**, this will offer basketball to participants that may not otherwise be able to do so;  
and,

**WHEREAS**, Parks and Recreation desires to apply for a grant in the amount of \$1750.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_\_ day  
of \_\_\_\_\_ 2021 and adopted at said meeting by the affirmative vote of ten members of said  
Council.

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

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Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson, Mayor

**File Attachments for Item:**

**2. Georgia Recreation and Parks Association Grant Funding**

Approval is requested to apply for and if granted accept funds for a New Initiative Grant Program through the Georgia Recreation and Parks Association. The grant is in the amount of \$1000.00 and no match or City funds will be required.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>Georgia Recreation and Parks Association Grant Funding</b>
<b>AGENDA SUMMARY:</b>	Approval is requested to apply for and if granted accept funds for a New Initiative Grant Program through the Georgia Recreation and Parks Association. The grant is in the amount of \$1000.00 and no match or City funds will be required.
<b>INITIATED BY:</b>	<b>Parks and Recreation</b>

**Recommendation:** Approval is requested to apply for and if granted accept funds for a New Initiative Grant Program through the Georgia Recreation and Parks Association.

**Background:** The Georgia Recreation and Park Association New Initiative Grant Program is intended to spur innovation in parks and recreation services at a local or regional level that ultimately could have statewide impact.

**Analysis:** This is a grant that if accepted will be funded through Georgia Recreation and Parks Association.

**Financial Considerations:** The grant is in the amount of \$1000.00 and no match or City funds will be required.

**Legal:** Council must approve the acceptance of this donation.

**Recommendation:** Approval for the Parks and Recreation Department to apply for the Georgia Recreation and Parks Association New Initiative Grant.

## A RESOLUTION

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**A RESOLUTION AUTHORIZING THE PARKS AND RECREATION TO APPLY FOR AND IF ACCEPTED, RECEIVE FUNDS FROM THE GEORGIA RECREATION AND PARK ASSOCIATION NEW INITIATIVE GRANT.**

**WHEREAS**, the Georgia Recreation and Parks provides grant funding throughout the year for various recreational projects; and,

**WHEREAS**, GRPA is accepting applications for a New Initiative Grant program; and,

**WHEREAS**, the grant awards to various agencies is \$1,000 per agency with no required agency match; and,

**WHEREAS**, the Parks and Recreation Department would like to submit a grant application for this funding.

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

That the Parks and Recreation Department is authorized to apply for the Georgia Recreation and Park Association New Initiative and if accepted receive the grant award in the amount of \$1,000.

- - - - -

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, Mayor

**File Attachments for Item:**

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

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #A.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Columbus Dragonfly Trails - Riverwalk to MLK Connector – RFB No. 21-0017
<b>INITIATED BY:</b>	Finance Department

It is requested that Council authorize the execution of a construction contract with JHC Corporation, Inc. (Peachtree City, GA) in the amount of \$2,080,732.09 for a new multiuse trail that will connect the Riverwalk to the Martin Luther King, Jr. Trail.

The new trail will run along 10<sup>th</sup> Avenue, 11<sup>th</sup> Street, 6<sup>th</sup> Avenue, and 10<sup>th</sup> Street. The work includes reconstruction of existing ramps to the Riverwalk to provide for better pedestrian and cyclist access; curb and gutter; landscaping; signage; and striping.

Specifications were posted on the web page of the Purchasing Division, on the Georgia Procurement Registry and on DemandStar. Four bids were received on February 19, 2021. This bid has been advertised, opened, and reviewed. The bidders were:

<b>BIDDERS</b>	<b>TOTAL BID</b>	<b>DBE PARTICIPATION</b>
<b>JHC Corporation, Inc. (Peachtree City, GA)</b>	<b>\$ 2,080,732.09</b>	<b>10.1%</b>
Earth-Scapes, Inc. (Phenix City, AL)	2,096,824.70	10.1%
Southeastern Site Development, Inc. (Newnan, GA)	2,331,467.67	10.4%
Lewallen Construction Company (Marietta, GA)	2,340,018.00	10.5%

Funds are budgeted in the FY21 Budget: T-SPLOST Projects – Capital Projects – T-SPLOST – General Construction – Dragonfly Trail Extension; 0510-660-7000-7661-65022-20200, 1999 Sales Tax Project Fund – 1999 SPLOST – 99 SPLOST NFL Improvements – General Construction – Liberty District Trail Connection & Park ‘n Ride; 0540-695-2133-7661-50623-20160, and LOST-Infrastructure – Engineering – LOST Road Infrastructure – General Construction – Dragonfly Trail MLK to the River; 0109-250-9901-7661-92036-20210.

**A RESOLUTION**

Item #A.

**NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT WITH JHC CORPORATION, INC. (PEACHTREE CITY, GA) IN THE AMOUNT OF \$2,080,732.09 FOR A NEW MULTIUSE TRAIL THAT WILL CONNECT THE RIVERWALK TO THE MARTIN LUTHER KING, JR. TRAIL.**

**WHEREAS**, the new trail will run along 10<sup>th</sup> Avenue, 11<sup>th</sup> Street, 6<sup>th</sup> Avenue, and 10<sup>th</sup> Street; and,

**WHEREAS**, the work includes reconstruction of existing ramps to the Riverwalk to provide for better pedestrian and cyclist access; curb and gutter; landscaping; signage; and striping.

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

That the City Manager is hereby authorized to execute a construction contract with JHC Corporation, Inc. (Peachtree City, GA) in the amount of \$2,080,732.09 for a new multiuse trail that will connect the Riverwalk to the Martin Luther King, Jr. Trail. Funds are budgeted in the FY21 Budget: T-SPLOST Projects – Capital Projects – T-SPLOST –General Construction – Dragonfly Trail Extension; 0510-660-7000-7661-65022-20200, 1999 Sales Tax Project Fund – 1999 SPLOST – 99 SPLOST NFL Improvements – General Construction – Liberty District Trail Connection & Park ‘n Ride; 0540-695-2133-7661-50623-20160, and LOST-Infrastructure – Engineering – LOST Road Infrastructure – General Construction – Dragonfly Trail MLK to the River; 0109-250-9901-7661-92036-20210.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**File Attachments for Item:**

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

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #B.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Consolidated Plan, Neighborhood Revitalization Strategy Area Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice – RFP No. 21-0019
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the execution of a contract with Mosaic Community Planning, LLC (Atlanta, GA) to assist the staff of the Community Reinvestment Department with the development of the 2021-2026 Consolidated Plan, 2021-2026 Neighborhood Revitalization Strategy Area Plan, 2021 Annual Action Plan, and the 2021 Analysis of Impediments to Fair Housing Choice, including all narratives, data tables, and other plan elements. The recommended vendor's proposal is within budget.

The Community Reinvest Department intends to use the next 5-year consolidated planning process as the framework for a means to provide decent housing, a suitable living environment and to expand economic activities. The plan will focus on expanding efforts to revitalize neighborhoods and provide housing opportunities through analysis of community housing market needs, housing stock and socioeconomic trends while also identifying target housing and economic development areas. The plan will also take into consideration the continued impact of ongoing activities as it relates to existing neighborhoods and housing needs.

Mosaic Community Planning, LLC shall lead the planning process, in accordance with federal regulations and guidance, with assistance from City staff. Tasks include but are not limited to the following:

1. Design and implementation of a Citizen Participation Plan and Process
  - A. To include an update to the Columbus Consolidated Government's Citizen Participation Plan
2. Community Profile
3. Housing and Homeless Needs Assessment
4. Non-Housing Community Development Needs Assessment
5. Housing Market Analysis
6. Strategy to Alleviate Chronic Homelessness
7. Special Population Needs
8. Public and Assisted Housing Needs
9. Lead Paint Hazard Reduction Strategy
10. Community Development Needs
  - A. Housing
  - B. Neighborhood Development
  - C. Economic Development
11. 5-Year Strategic Community Development Plan
  - A. To include how land banking as a city-wide housing strategy

- B. To include how CDBG-CV (Coronavirus) funds can be used to for economic recovery.
12. Identification of target housing and economic development areas.
  13. 1-Year Action Plan, Housing and Urban Development (HUD) Previous Year 2020/ City Fiscal Year 2021
  14. 2021-2026 Neighborhood Revitalization Strategy Area
  15. Analysis of Impediments to Fair Housing Choice
  16. Required HOME Sections for Consolidated Plan & Annual Action Plan
  17. Make one (1) presentation to the City Council.
  18. Plan and coordinate public meetings/hearings associated with project deliverables.
  19. Any other items necessary to meet HUD requirements for a Consolidated Plan, Annual Action Plan, Neighborhood Revitalization Strategy Area Plan and Analysis of Impediments.

**RFP Advertisement and Receipt of Proposals:**

RFP specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry and DemandStar on January 12, 2021. This RFP has been advertised, opened, and evaluated. Four proposals were received on February 1, 2020 from the following:

**Mosaic Community Planning, LLC (Atlanta, GA)**

<sup>1</sup>Resource Consultants, LLC (Mosier, OR)

TDA Consulting, Inc. (Laurinburg, NC)

Western Economic Services, LLC (Portland, OR)

<sup>1</sup>Among several other submittal requirements, Resource Consultants, LLC failed to include a notarized E-Verify Affidavit. In accordance with the [O.C.G.A. § 13-10-91](#), the proposal from Resource Consultants, LLC did not receive further consideration.

The following events took place after receipt of the proposals.

<b>RFP MEETINGS/EVENTS</b>		
<b>Description</b>	<b>Date</b>	<b>Agenda/Action</b>
Pre-Evaluation Meeting	02/04/21	The Purchasing Manager advised evaluation committee members of the RFP rules and process, and the co-managers of the project provided an overview. Proposals were emailed to each committee member to review.
1 <sup>st</sup> Evaluation Meeting	02/15/21	The Evaluation Committee discussed each proposal and determined clarifications were required of one firm.
Clarification Requested	02/25/21	Clarification was requested from one firm.
Clarification Received & Forwarded to Committee	03/01/21	Clarification responses were forwarded to the Evaluation Committee; additional information was not required.
Evaluation Forms Sent	03/02/21	Evaluation forms were forwarded to the voting committee members.
Evaluation Forms Returned	03/11/21	Evaluation forms were completed and returned to Purchasing for compilation of results.
Evaluation Results	03/15/21	Evaluation results were forwarded to the committee.
Recommendation of Committee	03/16/21	The voting committee members unanimously recommended award to the highest-scoring firm of Mosaic Community Planning, LLC.

**Evaluation Committee:**

The proposals were reviewed by members of the Evaluation Committee, which consisted of two (2) representatives from the Community Reinvestment Department and one (1) representative of the Planning Department. An additional Planning Department representative and an additional Community Reinvestment representative served as alternate voters. One (1) representative from the Community Reinvestment Division served as a non-voting advisor.

**Award Recommendation:**

The evaluation committee, as reflected by their comments provided below, recommends award to [ ] for the following reasons:

- Mosaic Community Planning, LLC was the only firm located in the Atlanta, GA region - proximity is a major plus and instills more confidence that local knowledge will be utilized during this process. Additionally, Mosaic's team has a variety of experience and a number of years in the field completing these types of plans and analyses. Lastly, it was great to see a number of AICP planners on staff.
- Mosaic has completed several projects in relation to the RFP. They have worked with all levels of government, including consolidated governments. Within the last five years, they have completed similar projects for a variety of clients. As stated in their proposal, Mosaic can meet the expectations in project delivery.
- The vendor's proposal was very thorough and the cost for the project was specifically addressed as to how each part of the assessment would be charged.

**Vendor Qualifications/Experience:**

- The firm's two (2) principals are AICP-certified planners and have a combined thirty (30) years of experience producing consolidated plans, annual action plans, assessments of fair housing, analyses of impediments to fair housing choice, market analyses, and similar housing and community development plans.
- The firm has been in operation for six (6) years. One of the firm's principals served as Deputy Director of Community Development for a large urban county in metro Atlanta for five (5) years, managing an annual budget exceeding \$10 million.
- The firm has completed consolidated plans and/or fair housing studies for the following entities:
  - Atlanta, GA
  - Albany, GA
  - Rome, GA
  - Gainesville, GA
  - Savannah, GA
  - Fulton County, GA
  - DeKalb County, GA
  - Cherokee County, GA

- Listed below are the most recent contracts awarded to Mosaic Community Planning, LLC:

Item #B.

- City of Gainesville, GA February 2019 – September 2019  
Preparation of 2019 – 2023 Five-Year Consolidated Plan, 2019 Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice, including public engagement and IDIS entry (Integrated Disbursement and Information System for HUD).

There was an additional, separate contract in 2020 to prepare the 2020 Annual Action Plan and amend the 2019 Annual Action Plan to accept CDBG-CV1 funds.

- City of Albany, GA February 2020 – June 2021 (anticipated)  
Preparation of 2021-2025 Five-Year Consolidated Plan, 2021 Annual Action Plan, 2 Neighborhood Revitalization Strategy Area Plan, and an Analysis of Impediments to Fair Housing Choice, including virtual public engagement and IDIS entry.

Mosaic previously prepared Albany's 2016-2020 Consolidated Plan, 2016 Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice.

- Mobile County, AL July 2019 – July 2020  
2020-2024 Five-Year Consolidated Plan, 2020 Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice, including all public engagement activities and IDIS entry.

- City of Gastonia, NC July 2018 – October 2020  
Separate contracts for:  
(1) 2020-2024 Five-Year Consolidated Plan and 2020 Annual Action Plan, including public engagement and IDIS entry; and,  
(2) An updated Analysis of Impediments to Fair Housing Choice, including public engagement.

- DeKalb County, GA March 2019 – December 2020  
Preparation of the 2019-2023 Five-Year Consolidated Plan, 2019 Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice, including public engagement and IDIS entry.

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

Funds are budgeted in the FY21 Budget: Community Development Block Grant Fund - Community Reinvestment - CDBG-CV - Contractual Services; 0210-245-6000-CDBG-CV-6319.

**A RESOLUTION**

Item #B.

**NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MOSAIC COMMUNITY PLANNING, LLC (ATLANTA, GA) TO ASSIST THE STAFF OF THE COMMUNITY REINVESTMENT DEPARTMENT WITH THE DEVELOPMENT OF THE 2021-2026 CONSOLIDATED PLAN, 2021-2026 NEIGHBORHOOD REVITALIZATION STRATEGY AREA PLAN, 2021 ANNUAL ACTION PLAN, AND THE 2021 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, INCLUDING ALL NARRATIVES, DATA TABLES, AND OTHER PLAN ELEMENTS.**

**WHEREAS**, an RFP was administered (RFP No. 21-0019) and four (4) proposals were received; and,

**WHEREAS**, the proposal submitted by Mosaic Community Planning, LLC met all proposal requirements and was evaluated most responsive to the RFP.

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

That the City Manager is hereby authorized to execute a contract with Mosaic Community Planning, LLC (Atlanta, G) to assist the staff of the Community Reinvestment Department with the development of the 2021-2026 Consolidated Plan, 2021-2026 Neighborhood Revitalization Strategy Area Plan, 2021 Annual Action Plan, and the 2021 Analysis of Impediments to Fair Housing Choice, including all narratives, data tables, and other plan elements. Funds are budgeted in the FY21 Budget: Community Development Block Grant Fund - Community Reinvestment - CDBG-CV - Contractual Services; 0210-245-6000-CDBG-CV-6319.

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

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



**File Attachments for Item:**

C. Laboratory Services for Engineering

**(C) LABORATORY SERVICES FOR ENGINEERING**

It is requested that Council approve a five-year contract with Columbus Water Works (Columbus, GA), a component unit of Columbus Consolidated Government, for the provision of laboratory services, for the estimated annual contract amount of \$5,200.00.

The term of the contract shall be for five (5) years.

The Storm Water Management Division is requesting a five-year contract for the following reasons:

- Columbus Water Works (CWW) Lab is a local laboratory and is familiar with CCG sample handling, testing and reporting requirements since 2001.
- CWW is able to perform rapid sample analysis and are extremely cost competitive with other analytical laboratories. They are a regional testing lab for other municipalities.
- CWW is able to perform specialized tests on request and they have an excellent relationship with CCG personnel.
- The City's NPDES Stormwater Discharge Permit requires the analysis of physical and chemical parameters of our stormwater runoff and surface water. The Columbus Water Works Laboratory is the only certified laboratory in the area that can perform these analyses within the timetables required by the Permit.
- The Columbus Water Works Laboratory has provided timely and cost-effective service to CCG throughout the former contract period and works closely with CCG staff to insure compliance with State and Federal requirements.

The qualifications of the vendor are as follows:

- CWW has many years of experience in providing data for regulatory compliance and operational decision-making.
- The laboratory was conceived to provide this type data for Columbus Water Works. However, the laboratory has tried to meet the needs of the surrounding communities, as well as, for our environmental research and operations.
- The laboratory has completed a massive watershed project that included creeks from West Point Dam to Lake Walter F. George.
- The laboratory has also provided data to local communities for NPDES and SDWA compliance for more than ten years.
- The laboratory has been fortunate to provide laboratory services to the Columbus Consolidated Government for the past 14 years.
- The Columbus Water Works Laboratory has provided analyses for the following parameters: Physical, Biological and Chemical.

Funds are budgeted each fiscal year for this on-going expense: Sewer Fund – Engineering – Stormwater – Contractual Services; 0202-250-2600-STRM-6319.

# A RESOLUTION

NO. \_\_\_\_\_

## **A RESOLUTION AUTHORIZING THE EXECUTION OF A FIVE-YEAR CONTRACT FOR LABORATORY SERVICES WITH COLUMBUS WATER WORKS (COLUMBUS, GA), A COMPONENT UNIT OF COLUMBUS CONSOLIDATED GOVERNMENT, FOR THE ESTIMATED ANNUAL CONTRACT AMOUNT OF \$5,200.00.**

**WHEREAS**, the Engineering Storm Water Management Division is requesting a five-year contract for the following reasons:

- Columbus Water Works (CWW) Lab is a local laboratory and is familiar with CCG sample handling, testing and reporting requirements since 2001.
- CWW is able to perform rapid sample analysis and are extremely cost competitive with other analytical laboratories. They are a regional testing lab for other municipalities.
- CWW is able to perform specialized tests on request and they have an excellent relationship with CCG personnel.
- The City's NPDES Stormwater Discharge Permit requires the analysis of physical and chemical parameters of our stormwater runoff and surface water. The Columbus Water Works Laboratory is the only certified laboratory in the area that can perform these analyses within the timetables required by the Permit.
- The Columbus Water Works Laboratory has provided timely and cost-effective service to CCG throughout the former contract period and works closely with CCG staff to insure compliance with State and Federal requirements.

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

That the City Manager is hereby authorized to execute a five-year contract for laboratory services with Columbus Water Works (Columbus, GA), component unit of Columbus Consolidated Government, for the estimated annual contract amount of \$5,200.00. Funds are budgeted each fiscal year for this ongoing expense: Sewer Fund - Engineering - Stormwater – Contractual Services; 0202-250-2600-STRM-6319.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**File Attachments for Item:**

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

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>ZERO-TURN MOWERS FOR PARKS AND RECREATION – COOPERATIVE CONTRACT</b>
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of four (4) zero-turn mowers (John Deere Z915E) from Deere & Company (Cary, NC), at a unit price of \$8,329.86, and a total price of \$33,319.44, by Cooperative Purchase via Sourcewell Contract #062117-DAC.

The equipment will be used in the day-to-day maintenance of parks and other areas maintained by Parks Services. This is new equipment.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) Contract #062117-DAC, initiated by Sourcewell, whereby Deere & Company was one of the successful vendors contracted to provide Grounds Maintenance Equipment, Attachments, Accessories, and Related Services. The contract, which commenced August 18, 2017, is good through August 18, 2021, with an option to renew for a fifth year. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Section 3-118 of the Procurement Ordinance.

Funds are budgeted in the FY21 Budget: General Fund – Parks and Recreation – Parks Services – Capital Expend-Over \$5,000; 0101 – 270 – 2100 – PSRV – 7715.

**A RESOLUTION**

Item #D.

**NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) ZERO-TURN MOWERS (JOHN DEERE Z915E) FROM DEERE & COMPANY (CARY, NC), AT A UNIT PRICE OF \$8,329.86, AND A TOTAL PRICE OF \$33,319.44, BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #062117-DAC.**

**WHEREAS**, the equipment will be used in the day-to-day maintenance of parks and other areas maintained by Parks Services. This is new equipment; and,

**WHEREAS**, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) Contract #062117-DAC, initiated by Sourcewell, whereby Deere & Company was one of the successful vendors contracted to provide Grounds Maintenance Equipment, Attachments, Accessories, and Related Services. The contract, which commenced August 18, 2017, is good through August 18, 2021, with an option to renew for a fifth year. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Section 3-118 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase four (4) zero-turn mowers (John Deere Z915E) from Deere & Company (Cary, NC), at a unit price of \$8,329.86, and a total price of \$33,319.44, by Cooperative Purchase via Sourcewell Contract #062117-DAC. Funds are budgeted in the FY21 Budget: General Fund – Parks and Recreation – Parks Services – Capital Expend-Over \$5,000; 0101 – 270 – 2100 – PSRV – 7761.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

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

**File Attachments for Item:**

E. Employee Service Award Pins

\* \* \* \* \*

**(E) EMPLOYEE SERVICE AWARD PINS (ANNUAL CONTRACT) - RFB NO. 21-0020**

It is requested that Council approve the annual contract for the purchase of employee service award pins from J. Brandt Recognition, Ltd (Fort Worth, TX) for the estimated annual contract amount of \$6,615.00.

The employee service award pins will be purchased on an “as needed” basis by the Human Resources Department. The employee service award pins will be given to employees during Employee Appreciation Week.

The contract period will be for two years with the option to renew for three additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the vendor(s).

Bid specifications were posted on DemandStar and the web pages of the Purchasing Division and the Georgia Procurement Registry. Two bids were received on February 24, 2021. This bid has been advertised, opened, and reviewed. The bidders were:

Description	Average Units Per Year	J Brandt Recognition (Fort Worth, TX)		MTM Recognition (Lake City, GA)	
		Unit Price	Total Price	Unit Price	Total Price
Solid Sterling Silver / Plain	120	\$9.20	\$1,104.00	\$9.48	\$1,137.60
1/10 Gold Filled / Plain	120	\$13.99	\$1,678.80	\$18.85	\$2,262.00
1/10 Gold Fill / .03pt Pearl	67	\$16.89	\$1,131.63	\$21.94	\$1,469.98
1/10 Gold Filled / .03pt Ruby	60	\$16.89	\$1,013.40	\$22.17	\$1,330.20
1/10 Gold Filled / .03pt Blue Sapphire	40	\$16.89	\$675.60	\$22.56	\$902.40
1/10 Gold Filled / .03pt Emerald	10	\$16.89	\$168.90	\$22.41	\$224.10
1/10 Gold Filled / .03pt Diamond	15	\$34.99	\$524.85	\$41.52	\$622.80
1/10 Gold Filled / .03pt Diamond and Ruby	5	\$37.79	\$188.95	\$44.31	\$221.55
1/10 Gold Filled / (2) Two .03pt Diamonds	2	\$64.30	\$128.60	\$68.86	\$137.72
<b>GRAND TOTAL</b>		<b>\$6,614.73</b>		<b>\$8,308.35</b>	

Funds are budgeted each fiscal year for this ongoing expense: General Fund – Human Resources – Employee Benefits – Special Event Supplies; 0101-220-2100-BENE-6793.

\* \* \* \* \*

# A RESOLUTION

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR THE PURCHASE OF EMPLOYEE SERVICE AWARD PINS FROM J BRANDT RECOGNITION, LTD (FORT WORTH, TX), ON AN “AS NEEDED” BASIS FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$6,615.00.**

**WHEREAS**, the employee service award pins will be given to employees during Employee Appreciation Week, and;

**WHEREAS**, the initial contract period shall be for two years with the option to renew for three additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the vendor.

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

That the City Manager is hereby authorized to purchase employee service award pins from J Brandt Recognition, Ltd for the estimated annual contract amount of \$6,615.00. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Human Resources – Employee Benefits – Special Event Supplies; 0101-220-2100-BENE-6793.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**File Attachments for Item:**

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

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #F.

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Speed Limit Feedback Radar Signs (Annual Contract) – RFP No. 21-0003
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of speed limit feedback radar signs from All Traffic Solutions (Herndon, VA), Radarsign (Marietta, GA), Temple, Inc. (Decatur, AL), and Transportation Solutions and Lighting (Boca Raton, FL) on an “as needed” basis. The City will purchase items from the four vendors based on the needs of the location in which the radar speed sign will be installed. Should more than one vendor have the item needed, the City shall have the right to consider the proposed cost and availability of the item and select the best option for the City regardless of the ranking. Consideration will also be given to compatibility with existing equipment and select the best option regardless of the ranking or price.

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

**Annual Contract History:**

This is a new contract.

**RFP Advertisement and Receipt of Proposals:**

RFP specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry, and on DemandStar on July 21, 2020. This RFP has been advertised, opened, and evaluated. Five (5) proposals were received on August 19, 2020.

The responding vendors were:

All Traffic Solutions (Herndon, VA)  
Radarsign (Marietta, GA)  
Temple, Inc. (Decatur, AL)  
Transportation Solutions and Lighting (Boca Raton, FL)  
Traffic Logix (Spring Valley, NY)

The following events took place after receipt of the proposals:

<b>RFP MEETINGS/EVENTS</b>		
<b>Description</b>	<b>Date</b>	<b>Agenda/Action</b>
Vendor Demonstrations	9/22/20 – 10/2/20	The RFP required all submitting vendors to provide a live demonstration of their equipment. The Committee decided the demonstrations would be scheduled prior to the committee meeting. All Traffic Solutions; Temple, Inc.; Transportation Solutions and Lighting completed live demonstrations. Traffic

		Logix was unable to complete a demonstration due to the vendor being a manufacturer, not an installer, of equipment.	Item #F.
Combined Pre/1 <sup>st</sup> Evaluation	10/26/20	The Purchasing Division provided the RFP rules and process to evaluation committee members, and proposals were shared with each committee member to review prior to the virtual meeting. The Purchasing Manager opened the meeting, and each proposal was discussed by the committee and no clarifications were requested. The Committee deemed Traffic Logix ineligible for further consideration due to the vendor not participating in a live demonstration.	
Vendor Notification	11/03/20	Letters sent to Traffic Logix notifying the vendor of the Committee's decision to exclude from further consideration.	
Evaluation Forms Sent	12/17/20	Evaluation forms were forwarded to the voting committee members.	
Evaluation Forms Returned	01/14/21	Evaluation forms were completed and returned to Purchasing for compilation of results. Completion of evaluation forms was delayed due to scheduled vacations, holidays and absence due to COVID-19.	
Evaluation Results	02/12/21	Evaluation results were forwarded to the Evaluation Committee for review. Compilation of results was delayed due to scheduled vacations, holidays and absence due to COVID-19.	
Recommendation Received	02/15/21	The committee members unanimously voted to award to all responsive vendors.	

#### **Evaluation Committee:**

Proposals were reviewed by members of the Evaluation Committee, which consisted of two (2) voting members from Engineering and one (1) voting member from Transportation. Two (2) representatives from Engineering served as non-voting advisors.

#### **Award Recommendation:**

The Evaluation Committee, as reflected by their comments provided below, unanimously recommended the award of the contract to All Traffic Solutions (Herndon, VA), Radarsign (Marietta, GA), Temple, Inc. (Decatur, AL) and Transportation Solutions and Lighting (Boca Raton, FL), for the following reasons:

##### **All Traffic Solutions.:**

- Like the built-in camera and GPS tracking for security.
- The sign was easy to install and the data is easily downloaded through an App.
- Produces accurate traffic data.

##### **Radarsign:**

- The range and distance of vehicle speed detection was impeccable.
- The equipment is well made and can be placed on a utility pole as well as regular steel signage poles.
- The associated software is web-based making it easy to control the installed sign.

##### **Temple, Inc.:**

- The software used to analyze traffic data and communicate with the sign was impressive.
- The equipment can be modified to fit the needs of the City's Engineering Department.
- The sign provides critical data used to observe traffic patterns.

#### Transportation Solutions and Lighting:

- The signs are 100% MUTCD (The Manual on Uniform Traffic Control Devices) compliant.
- The associated software provides extensive data.
- The sign is easy to install and transport.

#### **Vendor Qualifications/Experience:**

##### All Traffic Solutions:

- Founded in 2020, All Traffic Solutions has been supporting municipalities and law enforcement agencies for over twenty years.
- All Traffic Solutions has deployed over 10,000 signs across the USA, serving over 5,000 municipalities, law enforcement agencies, and commercial organizations.
- The vendor manufactures their products in Pennsylvania to be both durable enough to last 8 – 10 years and withstand all weather conditions.

##### Radarsign:

- Radarsign's references include the following Georgia cities: Alpharetta, Atlanta, East Point, Macon and Roswell.
- Since 2004, Radarsign has been manufacturing their product to withstand damages from vandalism and are bullet resistant also.
- Radarsign brand radar speed signs are installed throughout the USA, Canada, Puerto Rico, and military bases around the world.

##### Temple, Inc.:

- Temple is a family-owned company that's been serving the south for over 60 years.
- The company builds NEMA, CalTrans, ITS, and Battery Back-Up cabinets/enclosures for customers in Alabama, Arkansas, Georgia, Tennessee, North Carolina, South Carolina, Florida, Mississippi, and Louisiana.
- Temple, Inc., is an Authorized Servicing Distributor for over 25 manufacturing partners.

#### Transportation Solutions and Lighting:

- Transportation Solutions and Lighting is a family owned and operated small business that has been in business for five years.
- The vendor's references include the following cities: Longboat Key, FL; Deerfield Beach, FL; Fort Worth, TX; Long Beach, CA; and Lakeville, MN.
- Transportation Solutions and Lighting is a traffic and rail distributor and integrator.

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

Funds are budgeted each fiscal year for this on-going expense: Special Projects Fund – Capital Projects – Paving Fund Supported Capital Projects – Professional Services – Traffic Calming; 0508-660-3000-CPPF-6311-21037-20110, T-SPLOST Fund – Capital Projects – T-SPLOST Discretionary – Professional Services – Traffic Calming; 0510-660-7000-TSPL-6311-65008-20160 to 20200.

## RESOLUTION

Item #F.

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF SPEED LIMIT FEEDBACK RADAR SIGNS FROM ALL TRAFFIC SOLUTIONS (HERNDON, VA), RADARSIGN (MARIETTA, GA), TEMPLE, INC. (DECATUR, AL), AND TRANSPORTATION SOLUTIONS AND LIGHTING (BOCA RATON, FL) ON AN “AS NEEDED” BASIS.**

**WHEREAS**, an RFP was administered (RFP No. 21-0003) and five (5) proposals were received; and,

**WHEREAS**, the proposals submitted by All Traffic Solutions, Radarsign, Temple, Inc., and Transportation Solutions and Lighting met the proposal requirements and were evaluated responsive to the RFP; and,

**WHEREAS**, the term of contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to purchase speed limit feedback radar signs from All Traffic Solutions, Radarsign, Temple, Inc., and Transportation Solutions and Lighting, on an “as needed basis”. Funds are budgeted each fiscal year for this on-going expense: Special Projects Fund – Capital Projects – Paving Fund Supported Capital Projects – Professional Services – Traffic Calming; 0508-660-3000-CPPF-6311-21037-20110, T-SPLOST Fund – Capital Projects – T-SPLOST Discretionary – Professional Services – Traffic Calming; 0510-660-7000-TSPL-6311-65008-20160 to 20200.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**File Attachments for Item:**

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

(G) **MAINTENANCE, REPAIR & OPERATION (MRO), INDUSTRIAL SUPPLIES AND TOOLS – COOPERATIVE CONTRACT**

It is requested that Council approve the purchase of maintenance, repair & operation (MRO), industrial supplies and tools from Acuity Specialty dba Zep Manufacturing Company, Inc., Fastenal Company, W.W. Grainger, Inc, MSC Industrial Supply Company, HD Supply, Home Depot, Lowe Electric, Kipper Tool and Miller Hardware, via Georgia State Contract, SWC 99999-001-SPD-0000181. Various City departments will purchase the MRO products on an “as needed” basis.

The effective date of the State contract will commence on April 1, 2021 and will continue through March 31, 2023.

The Georgi State MRO contract provides another source Departments can use to purchase various supply items such as: chemicals/janitorial supplies, hand tools, various repair items, miscellaneous supplies, etc... In addition, this will be a time saving tool, especially for Facilities Maintenance staff handling the upkeep of City buildings.

Funds are budgeted each fiscal year for this on-going expense: Various departments - Operating Materials; 6728.

**A RESOLUTION****NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE, REPAIR & OPERATIONS (MRO), INDUSTRIAL SUPPLIES AND TOOLS FROM ACUITY SPECIALTY DBA ZEP MANUFACTURING COMPANY, INC., FASTENAL COMPANY, W.W. GRAINGER, INC, MSC INDUSTRIAL SUPPLY COMPANY, HD SUPPLY, HOME DEPOT, LOWE ELECTRIC, KIPPER TOOL AND MILLER HARDWARE VIA THE GEORGIA STATEWIDE CONTRACT SWC 99999-001-SPD0000181 ON AN "AS NEEDED" BASIS.**

**WHEREAS**, various City Departments will purchase the MRO products on an "as needed" basis; and,

**WHEREAS**, the effective date of the State contract will commence on April 1, 2021, and will continue through March 31, 2023.

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

That the City Manager is hereby authorized to purchase Maintenance, Repair & Operations (MRO), Industrial Supplies and Tools from Acuity Specialty dba Zep Manufacturing Company, Inc., Fastenal Company, W.W. Grainger, Inc., MSC Industrial Supply Company, HD Supply, Home Depot, Lowe Electric, Kipper Tool and Miller Hardware via Georgia State Contract, SWC 99999-001-SPD-0000181. Funds are budgeted each fiscal year for this on-going expense: Various departments - Operating Materials; 6728.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

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

**File Attachments for Item:**

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

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>FURNITURE FOR THE COLUMBUS FIRE &amp; EMS OFFICE OF EMERGENCY MANAGEMENT &amp; HOMELAND SECURITY – COOPERATIVE PURCHASE</b>
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of furniture from Office Depot – Workspace Interiors (Austin, TX), in the amount of \$36,465.38, by Cooperative Purchase, via Omnia Partners Contract #R191812.

The Columbus Consolidated Government's EOC (Emergency Operations Center) needs a complete upgrade. The EOC is located in the basement of the Public Safety Center and has been in this location since the building was constructed in 1996.

The EOC is a multi-agency coordination center which is intended to be used primarily by Emergency Management & Homeland Security. However, the EOC is available and has been used by Columbus Police Department, Columbus Fire & EMS, the Muscogee County Sheriff's Office and more during times of disaster, large events, exercises and even the possibility of civil unrest. The intent of the EOC is to allow for multiple agencies to come together and coordinate the response to any incident that may strain the resources of the city.

The current layout of the EOC only allows for eight users at any given time, which is not an effective utilization of the space provided. Although size is limited, the EOC is approximately 1,300 square feet of space located in the basement which adds protection from outside severe weather and threats.

The 20-year-old furniture will be reassigned to the Training Division of the Columbus Fire & EMS and the new furniture installed in the EOC. The new proposed layout of the EOC includes 28 user stations (311% increase in usable space) with connections for power and audio visual to compliment the future technology upgrades. The technology upgrades are currently being advertised via an RFP process.

The plans for the EOC include more effective use of the space by Emergency Management & Homeland Security as well as much more capability afforded to Columbus Fire & EMS, Columbus Police Department, Muscogee County Sheriff's Office, Georgia Emergency Management Agency, FEMA and more. *(See attachment below of current and proposed layout)*



Emergency  
Operations Center - Fu

This purchase will be accomplished by Cooperative Purchasing via Request for Proposal (RFP) #19-18, initiated by Omnia Partners, whereby Office Depot was one of the successful vendors contracted to provide Furniture Installation and Related Service, per Contract # R191812. The contract period is from July 1, 2019 – June 30, 2022, with option to renew for two (2) additional one-year periods through June 30, 2024. OMNIA Partners is the cooperative purchasing organization, whereby government agencies can utilize competitively solicited contracts to help save time and resources while still meeting purchasing requirements. All cooperative purchasing contracts from OMNIA Partners have been competitively solicited by a lead public agency and meet our rigorous cooperative standards and supplier commitments. The RFP process utilized by Omnia Partners meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Section 3-118 of the Procurement Ordinance.

Funds are budgeted in the FY21 Budget: Multi-Government Project Fund – Finance – 20 EBM Justice Assistance Grant - Capital Expend - Under \$5,000; 0216-200-4125-LLEG-7763.

**A RESOLUTION**

Item #H.

**NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FROM OFFICE DEPOT – WORKSPACE INTERIORS (AUSTIN, TX), IN THE AMOUNT OF \$36,465.38, BY COOPERATIVE PURCHASE, VIA OMNIA PARTNERS CONTRACT #R191812.**

**WHEREAS**, the Columbus Consolidated Government’s EOC (Emergency Operations Center) needs a complete upgrade. The EOC is located in the basement of the Public Safety Center and has been in this location since the building was constructed in 1996; and,

**WHEREAS**, the EOC is a multi-agency coordination center which is intended to be used primarily by Emergency Management & Homeland Security. However, the EOC is available and has been used by Columbus Police Department, Columbus Fire & EMS, the Muscogee County Sheriff’s Office and more during times of disaster, large events, exercises and even the possibility of civil unrest. The intent of the EOC is to allow for multiple agencies to come together and coordinate the response to any incident that may strain the resources of the city. The current layout of the EOC only allows for eight users at any given time, which is not an effective utilization of the space provided. Although size is limited, the EOC is approximately 1,300 square feet of space located in the basement which adds protection from outside severe weather and threats; and,

**WHEREAS**, the 20-year-old furniture will be reassigned to the Training Division of the Columbus Fire & EMS and the new furniture installed in the EOC. The new proposed layout of the EOC includes 28 user stations (311% increase in usable space) with connections for power and audio visual to compliment the future technology upgrades. The technology upgrades are currently being advertised via an RFP process. The plans for the EOC include more effective use of the space by Emergency Management & Homeland Security as well as much more capability afforded to Columbus Fire & EMS, Columbus Police Department, Muscogee County Sheriff’s Office, Georgia Emergency Management Agency, FEMA and more.

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

That the City Manager is hereby authorized to purchase furniture from Office Depot – Workspace Interiors (Austin, TX), in the amount of \$36,465.38, by Cooperative Purchase, via Omnia Partners Contract #R191812. Funds are budgeted in the FY21 Budget: Multi-Government Project Fund – Finance – 20 EBM Justice Assistance Grant - Capital Expend - Under \$5,000; 0216-200-4125-LLEG-7763.

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

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

Councilor Huff voting \_\_\_\_\_.  
Councilor Thomas voting \_\_\_\_\_.  
Councilor Tucker voting \_\_\_\_\_.  
Councilor Woodson voting \_\_\_\_\_.

*Item #H.*

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

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

**File Attachments for Item:**

I. Recycling Containers for Public Works – Cooperative Purchase

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>RECYCLING CONTAINERS FOR PUBLIC WORKS – COOPERATIVE PURCHASE</b>
<b>INITIATED BY:</b>	Finance Department

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It is requested that Council approve the purchase of recycling containers from Wastequip (Statesville, NC), in the amount of \$40,423.00, by Cooperative Purchase via Sourcewell Contract #041217-WQI.

The Public Works Department is requesting to purchase 864 65-gallon recycling containers to be issued to citizens to enhance the recycling efforts in Columbus. Some units will replace current residential 18-gallon recycling containers, and some will be issued to residents who will begin recycling for the first time.

The Public Works Department will potentially replace 5,000 18-gallon containers with the anticipated move to automated collections.

This purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041217, initiated by Sourcewell, whereby Wastequip was one of the successful vendors contracted to provide Solid Waste and Recycling Collection and Transport Equipment with Related Equipment, Supplies and Accessories. The effective date of the contract began July 7, 2017 and will expire on July 7, 2021. The contract may be extended for a fifth year at Sourcewell's discretion. Sourcewell is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Section 3-118 of the Procurement Ordinance.

Funds are budgeted in the FY21 Budget: Integrated Waste Management Fund – Public Works – Recycling – Operating Materials; 0207 – 260 – 3520 – RCYL – 6728.

**A RESOLUTION**

Item #/.

**NO.**\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF RECYCLING CONTAINERS FROM WASTEQUIP (STATESVILLE, NC), IN THE AMOUNT OF \$40,423.00, BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #041217-WQI.**

**WHEREAS**, the Public Works Department is requesting to purchase 864 65-gallon recycling containers to be issued to citizens to enhance the recycling efforts in Columbus. Some units will replace current residential 18-gallon recycling containers, and some will be issued to residents who will begin recycling for the first time; and,

**WHEREAS**, the Public Works Department will potentially replace 5,000 18-gallon containers with the anticipated move to automated collections.

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

That the City Manager is hereby authorized to purchase recycling containers from Wastequip (Statesville, NC), in the amount of \$40,423.00, by Cooperative Purchase via Sourcewell Contract #041217-WQI. Funds are budgeted in the FY21 Budget: Integrated Waste Management Fund – Public Works – Recycling – Operating Materials; 0207 – 260 – 3520 – RCYL – 6728.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**File Attachments for Item:**

J. Repair of a CAT D7R Dozer for Public Works

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>REPAIR OF A CAT D7R DOZER FOR PUBLIC WORKS</b>
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the payment to Tractor & Equipment Company (Birmingham, AL), in the amount of \$34,457.79, for the repair of a CAT D7R Dozer, V#10822.

The dozer, which is used at the Pinegrove Landfill for solid waste burial operations, was scheduled for inspection and while being inspected it was discovered the undercarriage components required repair. The inspection revealed that fifty-seven (57) track-pads were cracked from the mounting surface outward, which caused the retaining hardware to loosen over time and use.

The Fleet Maintenance Division requested quotes for the work from the following vendors:

Tractor & Equipment Company	\$34,457.79
Yancey/Cat	\$37,305.16
Flint Equipment	Did not submit a quote

Tractor & Equipment Company was able to obtain the necessary replacement components which were inspected by a certified CAT inspector. Along with the installation of the new pads, the vendor also reassembled the track adjuster seals and filled the track adjuster with 32 gallons of oil as well as installed new idlers and wrapped the tracks machine.

Funds are budgeted in the FY21 Budget: Integrated Waste Management Fund – Public Works – Pine Grove Landfill – Auto Parts and Supplies; 0207 – 260 -3560 -PGRO – 6721.

**A RESOLUTION**

Item #J.

**NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PAYMENT TO TRACTOR & EQUIPMENT COMPANY (BIRMINGHAM, AL), IN THE AMOUNT OF \$34,457.79, FOR THE REPAIR OF A CAT D7R DOZER, V#10822.**

**WHEREAS**, the dozer, which is used at the Pinegrove Landfill for solid waste burial operations, was scheduled for inspection and while being inspected it was discovered the undercarriage components required repair. The inspection revealed that fifty-seven (57) track-pads were cracked from the mounting surface outward, which caused the retaining hardware to loosen over time and use; and,

**WHEREAS**, Tractor Equipment Company was able to obtain the necessary replacement components which were inspected by a certified CAT inspector. Along with the installation of the new pads, the vendor also reassembled the track adjuster seals and filled the track adjuster with 32 gallons of oil, as well as, installed new idlers and wrapped the tracks machine.

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

That the City Manager is hereby authorized to make payment to Tractor & Equipment Company (Birmingham, AL), in the amount of \$34,457.79, for the repair of a CAT D7R Dozer, V#10822. Funds are budgeted in the FY21 Budget: Integrated Waste Management Fund – Public Works – Pine Grove Landfill – Auto Parts and Supplies; 0207 – 260 -3560 -PGRO – 6721.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

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

**File Attachments for Item:**

K. Maintenance Extension for Netapp Network Storage – Cooperative Purchase

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>MAINTENANCE EXTENSION FOR NETAPP NETWORK STORAGE – COOPERATIVE PURCHASE</b>
<b>INITIATED BY:</b>	Finance Department

---

It is requested that Council approve the purchase of maintenance extension for the Netapp Network Storage, in the amount of \$42,374.93, from Cpak Technology Solutions (LaGrange, GA). The purchase will be accomplished by Cooperative Purchase via Federal GSA Contact #GS-35F-0511T, awarded to EC America, for whom Cpak is an authorized participating dealer.

The Netapp network storage is currently used for the 911 CAD system, Public Safety RMS system, iasWorld system, and other various CCG systems. This maintenance extension will put all components on the NetApp network storage under maintenance until 8/31/2022.

Funds are budgeted in the FY21 Budget: General Fund – Information Technology - Computer Equipment Maintenance; 0101 – 210 – 1000 – ISS - 6511.

**A RESOLUTION**

Item #K.

**NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE EXTENSION FOR THE NETAPP NETWORK STORAGE, IN THE AMOUNT OF \$42,374.93, FROM CPAK TECHNOLOGY SOLUTIONS (LAGRANGE, GA). THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA FEDERAL GSA CONTACT #GS-35F-0511T, AWARDED TO EC AMERICA, FOR WHOM CPAK IS AN AUTHORIZED PARTICIPATING DEALER.**

**WHEREAS**, the Netapp network storage is currently used for the 911 CAD system, Public Safety RMS system, iasWorld system, and other various CCG systems; and,

**WHEREAS**, this maintenance extension will put all components on the NetApp network storage under maintenance until 8/31/2022.

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

That the City Manager is hereby authorized to purchase the maintenance extension for the Netapp Network Storage, in the amount of \$42,374.93, from Cpak Technology Solutions (LaGrange, GA). The purchase will be accomplished by Cooperative Purchase via Federal GSA Contact #GS-35F-0511T, awarded to EC America, for whom Cpak is an authorized participating dealer. Funds are budgeted in the FY21 Budget: General Fund – Information Technology - Computer Equipment Maintenance; 0101 – 210 – 1000 – ISS - 6511.

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

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

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

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

**File Attachments for Item:**

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

# State of GA Rental Assistance Prog (GRA)

Item #A.



COMMUNITY  
REINVESTMENT

COLUMBUS CONSOLIDATED GOVERNMENT

# State of Georgia Rental Assistance (GRA) Program

Item #A.

The Georgia Department of Community Affairs is administering the State of Georgia Rental Assistance Program (GRA).

- Help renters with their **past due rent and utilities.**
- Both Tenants and Landlords **MUST** apply

# State of Georgia Rental Assistance (GRA) Assistance Limits

Item #A.

- Payments include arrearages and future payments of up to 3 months
- Up to \$15,000 per household
- Generally, may not exceed 12 months

# State of Georgia Rental Assistance (GRA) Eligibility

Item #A.

GRA can serve renter households that have combined incomes less than 80% of Area Median Income

## FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income <a href="#">Explanation</a>	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Columbus, GA-AL MSA	\$62,300	Very Low (50%) Income Limits (\$) <a href="#">Explanation</a>	21,850	24,950	28,050	<b>31,150</b>	33,650	36,150	38,650	41,150
		Extremely Low Income Limits (\$)* <a href="#">Explanation</a>	13,100	17,240	21,720	<b>26,200</b>	30,680	35,160	38,650*	41,150*
		Low (80%) Income Limits (\$) <a href="#">Explanation</a>	34,900	39,900	44,900	<b>49,850</b>	53,850	57,850	61,850	65,850

**NOTE:** Muscogee County is part of the **Columbus, GA-AL MSA**, so all information presented here applies to all of the **Columbus, GA-AL MSA**.

# State of Georgia Rental Assistance (GRA)

Item #A.

## Eligibility

Additional eligibility conditions that must be met.

- Qualified for unemployment benefits or has experienced a reduction in household income, or incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19; and
- Demonstrates a risk of experiencing homelessness or housing instability; and
- Has a household income at or below 80 percent of the [Area Median Income \(AMI\)](#), with priority given to: 1) households below 50 percent of the AMI, or 2) households with one or more individuals who have been unemployed 90 days or longer at the time of application

# State of Georgia Rental Assistance (GRA) Navigation for City of Columbus Residents and Landlords

Item #A.

City of Columbus Residents and Landlords will self apply for the State of Georgia Rental Assistance (GRA) Program directly through the State of Georgia's Department of Community affairs website.

- <https://georgiarentalassistance.ga.gov>
- 833-827-RENT or 833-827-7368

# State of Georgia Rental Assistance (GRA) Navigation Barriers

Item #A.

- Accessibility – Equipment
- Accessibility – Programmatic Knowledge
- Accessibility – Internet Access

To Mitigate the barriers, the Community Reinvestment Department has worked to create:

- Navigation Stations
- Navigators

# State of Georgia Rental Assistance (GRA) Barrier Mitigation

Item #A.

Navigation Stations –Spaces that will offer Computer and Internet Access Only, FAQ's and Flyers about the Program

- J. Barnett Woodruff Boys and Girl's Club – 3220 Cusseta Road
- Mildred L. Terry Public Library– 640 Veterans Parkway
- Columbus Public Library – 3000 Macon Road
- North Columbus Public Library – 5689 Armour Road
- South Columbus Public Library – 2034 South Lumpkin Road

# State of Georgia Rental Assistance (GRA) Barrier Mitigation

Navigators – These are social service agencies that will case manage clients through the application process including the collection and submission of required documentation.

- St Anne Community Outreach – 706-568-1592
- Enrichment Services - Jamie Thomas – 706-221-6704
- United Way Chattahoochee Valley – 706 327 3255 ext. 1016
- The Salvation Army – 706-327-0275
- Homeless Resource Network – 706-571-3399
- Access 2 Independence – 706-405-2393
- Georgia Legal Services– 833-457-7529

# State of Georgia Rental Assistance (GRA) Barrier Mitigation

## Landlords - Sheriff and Clerk of Municipal Court Partnership

- Landlords Who have filed an eviction since March of 2020
- Developed Correspondence to invite landlords to Informational Meeting
- Addresses restitution through the program.
- More than 100 Landlords attended

**File Attachments for Item:**

**March 31, 2021**

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

**Scope of Bid**

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

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

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

**Scope of Bid**

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

The contract term shall be three (3) years.

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

**Scope of Bid**

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

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

**April 2, 2021**

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

**Scope of Proposal**

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

**April 7, 2021**

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

Scope of Bid

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

The contract term shall be three (3) years.

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

Scope of Bid

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

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

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

**March 31, 2021**

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

Scope of Bid

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

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

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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 Charmaine Crabb from the March 23, 2021 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 Charmaine Crabb is hereby excused from attendance of the March 23, 2021 Council Meeting for the following reasons:

Personal Business:

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 23rd day of March 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____
Councilor Woodson	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. RESOLUTION:** A Resolution cancelling the April 6 and May 2, 2021 Proclamation Sessions.

**RESOLUTION****NO. \_\_\_\_\_**

A Resolution cancelling the April 6, 2021 and May 2, 2021 Proclamation Sessions.

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

WHEREAS, the Council desires to cancel the April 6, 2021 and May 2, 2021 Proclamation Sessions; and,

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

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

The April 6, 2021 and May 2, 2021 Proclamation Sessions are hereby cancelled.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 23rd day of March, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

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

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**Sandra T. Davis**  
Clerk of Council

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

**File Attachments for Item:**

**3. EMPLOYEE BENEFITS COMMITTEE:** Memorandum from the Human Resources Director submitting the result of a survey for the Public Safety Representative where Mr. Lance Deaton was selected to serve another term.

## Memorandum

To: Ms. Sandra Davis, Clerk of Council

From: Reather Hollowell, Director

Date: March 19, 2021

Subject: Employee Benefits Committee Nomination and Voting Results




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 Human Resources Department
 

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The two-year term for the Public Safety Representative voted on by Public Safety employees expires on April 30, 2021. The representative, Lance Deaton, is eligible to serve a second two- year term. Human Resources conducted an election to re-elect Mr. Deaton or select another Public Safety representative. Lance Deaton received 85% of the votes; the election results are included below.

**Public Safety Nominee**

<b>Public Safety</b>	<b>Percentage</b>	<b>Total Votes</b>
<b>Lance Deaton-CDP</b>	<b>85%</b>	<b>34</b>
<b>Elizabeth Allison</b>	<b>5%</b>	<b>2</b>
<b>Richard Barefield</b>	<b>2.5%</b>	<b>1</b>
<b>Moises Obregon</b>	<b>2.5%</b>	<b>1</b>

Capt. Bill Rawn, CPD, is the Public Safety representative appointed by Council for a two-year term. Capt. Rawn's two-year term ends April 30, 2021 and he has decided not to serve a second term. He has requested to withdraw his name from further consideration. Human Resources received a nomination from Jonathan Kevin Lott, Fire/EMS Department. Human Resources is submitting Kevin's nomination for Council consideration to fill the Public Safety vacancy; nomination form attached. Kevin is highly recommended by Chief Scarpa.

## Attachments:

Public Safety Employee Voting Ballot

Nomination Form – Lance Deaton, CPD

Nomination Form – Jonathan Kevin Lott, Fire/EMS

**File Attachments for Item:**

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

Airport Commission, January 27, 2021

Animal Control Advisory Board, February 8, 2021

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

Board of Water Commissioners, January 11, 2021

Convention & Visitors Board of Commissioners, February 17, 2021

Development Authority of Columbus, February 4, 2021

Mayor's Commission on Reentry, February 15, 2021

MINUTES AT THE REGULAR MEETING OF THE COLUMBUS AIRPORT  
COMMISSION HELD AT THE COLUMBUS AIRPORT  
WEDNESDAY, JANUARY 27, 2021

The following Commission members were present for the entire meeting.

<u>NAME</u>	<u>EXPIRES</u>
Mr. Donald D. Cook, Chairman	December 31, 2022
Mr. James Barker, Vice Chairman	December 31, 2023
Mr. Carl Rhodes, Jr., Secretary	December 31, 2024
Ms. Tana McHale, Treasurer	December 31, 2021
Mr. Art Guin	December 31, 2025

Staff members present:

Amber Clark, C.M., Airport Director  
Michele Renfro, Flightways Columbus Manager  
Monica Stone, Human Resources Manager  
Mary Scarbrough, Office Manager  
Daniel Thomas, Sr., Airfield Operations Supervisor  
Roy Hightower, Finance Director  
Sonya Overton, Director of Marketing& Air Service Development  
Andre Parker, Chief of Public Safety  
Adrian Sellers, Project Coordinator  
Karlynn Spivey, CSR Flightways Columbus  
Eric Rivers, Operations Tech. Maintenance  
Shaundra Goodwin, Security Specialist Public Safety

Others present:

Alston Lyle, Legal Counsel, Bill Tudor, Jacob Redwine, Holt Consulting; Brian Thompson, Pete Novak, RS&H; Girard Sampson, Camaris Luis-Payne, Benchmark; Gary Kunday, Adam Nichols

BUSINESS OF THE MEETING

Mr. Don Cook welcomed everyone and called the January 27, 2021 Commission Meeting by Zoom to order at 9:30 A.M.

Mr. Don Cook asked the Commissioner’s to review the agenda to see if there were any adjustments to make at this time.

Mr. Tana McHale stated she thinks they need to add a closed session at the end of the meeting.

Mr. Don Cook stated with the consideration of adding a closed session at the end of the meeting, is there a motion?

Motion by Ms. Tana McHale to add a closed session to the end of this Commission Meeting; seconded by Mr. Art Guin and unanimously approved by the Commission. Ayes: 5 / No: 0

Mr. Don Cook reported with the motion carried there will be a closed session at the end of the meeting for further discussion.

Mr. Don Cook asked if there were any more discussions on the agenda or any other items from the Commission. With no further discussions, we will continue on with the agenda as scheduled.

Mr. Don Cook stated that first of all Mr. Thomas Forsberg has completed his terms on the Columbus Airport Commission, his work was superior, it really changed how we did business here over his ten years of service. His work was superior on the first day I met him, and he was still all fired up on his last day serving. He personally thanked Mr. Thomas Forsberg for his

years of serving on the Commission and in the community.

Ms. Tana McHale echoed what Mr. Don Cook said, she had told Mr. Thomas Forsberg that he was probably the most passionate person about the airport that she has come across. He did a terrific job and she really appreciates all the efforts that he put forth in the ten years he was on the Commission.

Ms. Clark added there will be a proclamation held at the city for Mr. Thomas Forsberg for his ten years of service, we will make sure that he is aware of that date and he will receive that as he should.

Mr. Don Cook stated as change happens there is always someone new, he asked Mr. James Barker to tell us a little about Mr. Art Guin.

Mr. James Barker said that Mr. Thomas Forsberg has been a great friend, mentor and has really guided his process through the Commission. As sad as it is to see Mr. Thomas Forsberg go, at the same time he is excited to see Mr. Art Guin come on the Commission. Mr. Art Guin has an accounting background, has many many years at multiple businesses, his last ten years at Aflac, giving leadership on finance, technical accounting and new technology ligation to help track finances at Aflac both here and abroad, he also, is a business traveler, goes to Japan quite often when COVID-19 was not a factor, one of the intentions of bringing him on was not only to have some representation from Aflac but, to have someone with a strong financial background and that is also passionate about aviation and travel. He thanked Mr. Art Guin for joining the team, they are excited to work with him into the future!

Mr. Art Guin thanked Mr. James Barker as he was expecting more of his initial introduction when Mr. James Barker's complete silence earlier when his audio went silent. He does not know where to go with Mr. James Barker's kind words, he knows Mr. Thomas Forsberg as well, what a great guy, his introductory comments of his excitement on day one until his last day on the Commission. Mr. Art Guin is hoping he can live up to that and can fill the big shoes that Mr. Thomas Forsberg led with, he is looking forward to serve. He has met the Commissioners virtually, he knows Ms. Amber Clark is the Airport Director, and so far everyone has been really good and he is looking forward to serve and to working with everyone, thanking them for the introduction.

Mr. Don Cook welcome Mr. Art Guin and told him they have some exciting times for him, so just hang on and wear your seatbelt and we will be just fine. Mr. Don Cook reported that Ms. Amber Clark has got us set for a great year.

Mr. Don Cook asked if there was a motion to accept the minutes for the December 2, 2020 Commission Meeting.

Motion by Ms. Tana McHale to approve the minutes for the December 2, 2020 Columbus Airport Commission Meeting; seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 5 / No: 0

Mr. Don Cook asked for a motion to accept the minutes from the special called meeting on December 23, 2020.

Motion by Mr. James Barker to approve the minutes for the December 23, 2020 Columbus Airport Commission Special Called Meeting; seconded by Ms. Tana McHale and unanimously approved by the Commission. Ayes: 5 / No: 0

#### CONSIDER APPROVAL OF RECOMMENDED HOSPITALITY DEPARTMENT STAFFING ADJUSTMENTS

Ms. Clark reported due to additional requirements needed to open and operate the acquired food truck the decision was made to delay opening the restaurant until 2022 when the terminal project is completed. The Restaurant positions were eliminated, and alternate employment performing custodial responsibilities were offered to the Restaurant employees.

Upon our previous Custodial Supervisor's retirement, her position was eliminated, and the Custodial Department was included within the Restaurant Department to form the Hospitality Department. However, with the elimination of the Restaurant Manager position, oversight of the Hospitality Department is deficient.

Only one of the Restaurant employees opted to continue employment with the Columbus Airport Commission within the Hospitality Department performing custodial responsibilities. We currently have two full-time and one part-time custodial positions approved.

I recommend the approval of four full-time Custodians, One Custodial Supervisor and three full-time Custodians as this arrangement will allow for proper leadership, enhance our COVID-19 cleaning procedures, and allow for greater flexibility when vacation and sick time is requested. With the elimination of the Restaurant and adding these additional custodial full-time positions our salary and benefit expenses will decrease by 31%. I recommend approval of the presented Hospitality staffing adjustments.

Mr. James Barker asked where does that leave us in 2022 will we need to rehire someone for the restaurant when we will reopen back up and also, their staff? Will we transition one of the Custodial workers over there or how will that work?

Ms. Amber Clark stated as far as that goes we are going to continue with the plan of having a Hospitality Department. If the restaurant is opened back up, leadership will be necessary and there would be a possibility of transferring the current Hospitality leadership over depending on their qualifications. However, having a supervisory level position under a restaurant manager is something we could reassess at that time. There may be an opportunity where outside concessions come in to run the restaurant. We can Upon closer to the completion of the terminal project we assess the situation with the restaurant and staffing needs.

Motion by Ms. Tana McHale the approval of recommended hospitality department staffing adjustments: seconded by Ms. Tana McHale and unanimously approved by the Commission.  
Ayes: 5 / No: 0

#### CONSIDER APPROVAL TO LEASE PROPERTY TO OUTFRONT MEDIA FOR USE OF A BILLBOARD

Ms. Clark stated the Columbus Airport Commission was gifted a piece of property referred to as Parcel 114. This parcel is located between the North ramp of I185 and Armour Road. A billboard is located on the parcel and is owned and operated by OutFront Media. Upon the change in ownership of the parcel OutFront Media was contacted to negotiate a new lease to for the property.

An agreement has been finalized. The terms are as follows: OutFront will lease the property for \$4,000.00 dollars for the first lease year and for the second and third lease year OutFront will pay \$5,000.00 per lease year or an amount equal to (25%) of the annual net revenue, whichever is greater.

OutFront Media has also agreed to allow the Commission to advertise on one billboard for 365 days a year for all three years of the initial property lease term. A pool of 10 billboards have been selected and are within our air service catchment area, along the highway, or other high traffic locations.

Ms. Clark recommend the approval of the presented property and advertisement lease with OutFront Media.

Motion by Ms. Tana McHale the approval to lease property to OutFront Media for use of a billboard; seconded by Mr. James Barker and unanimously approved by the Commission.  
Ayes: 5 / No: 0

#### DIRECTORS REPORT

Ms. Clark began with the following monthly updates.

#### FLIGHTWAYS COLUMBUS

Ms. Michele Renfroe provided the following Flightways Columbus report.

• Volume Report:

We pumped a little under 31,000 gallons of Jet A fuel in December and a little over 32,000 in November. Our total volume decreased minimally year over year. We had a slight decrease in Avgas year over year. There was a 31% decrease in retail and CAC Jet A fuel and a 23% increase in contract as well as a significant increase government fuel. The Airline uplifts were the same year over year but increased month over month.

• Self-Serve:

Self-serve had a significant increase month over month as well as year over year. Year over year comparison increased by 83%.

• Flightways hours:

Our hours of operation are 5 am to 7 pm 7 days a week with on call services available. We were closed on Christmas Eve and Christmas day and serviced the airlines as well as gave support to a few customers on Christmas Eve.

• Hangars:

We are in the process of working on a few hangars to get them ready for customers who are on the hangar lease waiting list. These hangars were vacated over the past month due to sales of the customer’s aircraft. We also have a few customers in the process of prebuy sales with their aircraft due to not flying anymore caused by health or medical issues. We have added a few customers to the waiting list that will be called as soon as the hangars are ready for lease.

• Additional News:

I would like to thank all the staff in my department for their hard work and dedication during the time of our Nations elections. We had Vice President Pence hold a rally on our ramp during a day it was 27 degrees outside and I have to say the employees did a GREAT job working with secret service staff as well as the set up crew the week of the rally. Chief Andre’ Parker and staff in public safety, Ms. Sonya Overton in Marketing and Mr. Daniel Thomas and his staff in the Maintenance Department did a wonderful job as well. We also had several other dignitaries visit our facility during this time. THANK YOU to all airport staff for a great job well done!!!! Thank you Commissioner Don Cook for coming out to represent the Airport Commission.

Fuel Price Comparison

January 19th 2021					
Airport ID	Name	FBO	Jet A +	100LL FS	100LL SS
MCN	Middle Georgia Regional	Lowe Aviation	\$4.90	\$4.50	-
GVL	Lee Gilmer Memorial	Lanier/Champion	\$4.85	\$5.72	\$5.08
HSV	Huntsville International	Signature	\$6.06	\$5.65	-
DHN	Dothan Regional Airport	Aero-One Aviation	\$5.02	\$4.88	-
ECP	NW Florida Beaches Intl	Sheltair	\$5.55	\$6.20	-
CHA	Lovell Field Airport	Wilson Air Center	\$5.66	\$5.80	\$4.94
MDQ	Huntsville Executive	Executive Flight Center	\$4.25	\$4.78	-
VPC	Cartersville Airport	Phoenix Air	\$3.65	\$4.69	-
FFC	Atlanta Regional Airport	Falcon Field	\$3.70	\$4.02	-
CSG	Columbus Airport	Flightways Columbus	\$4.85	\$5.20	\$4.20
Average			\$4.85	\$5.14	\$5.01

PIM	Pine Mountain	2.99	3.79	3.59
EUF	Eufaula	4.3	~	4.98

Hangar Waiting List

CSG Hangar Waiting List			
Upated 01/01/21			
CSG Tenant Priority Move			
AJ Jain	5/9/2019	Twin/Single	Bonanza
Greg Auten	7/29/2019	Single	Bonanza
CSG Tenants Hangar to Hangar Requested			
Richard Knapp	10/27/2016	Single	Velocity
Roland Aut	10/14/2017	Twin/Box	Stearman
Skip Williams	4/15/2019	Single	182
Chris Badcock	7/14/2019	Single	Cherokee
Flying Horse/Nelms	12/1/2019	Single	Maule
Ben Marshton	6/15/2020	Single	Bonanza
Bailey Mills	7/15/2020	Twin	310
Single Hangar Requested			
Steve Culpepper	2/27/2019	Single	Cherokee 180
2LT Samuel Evans	8/20/2019	Single	Silvaire 8E
Richard Bailey	10/27/2019	Single	Cherokee 180
Earl Ingram	11/13/2019	Single	Mooney 20R
Rudy Otwell	7/30/2020	Single	Comanche
Brian Parker	10/23/2020	Single	Grumman
Mark Miller	10/31/2020	Single	Cherokee 140
Shannon Kay	12/3/2020	Single	Cherokee 160
Twin Hangar Requested			
Customers Waiting To Purchase Aircraft			
Bill Buck	4/7/2016		Single
Paul Watson	4/11/2016		Single
Omar McCants	4/30/2018		Single
Reed Hovie	11/19/2018		Single
David Lewis	3/25/2019		Single
Elijah Figueroa	10/28/2019		Single
Daniel Holley	1/10/2020		Single
Glenn Eller	2/11/2020		Single
Thomas Henegar	2/19/2020		Single
Michael Knautz	5/20/2020		Single
John McLemore	6/16/2020		Single
Tim Villegas/Shroff	6/22/2020		Twin
Caroline Rimes	7/13/2020		Single
Don Jones	9/29/2020		Single

HUMAN RESOURCES

Ms. Monica Stone provided the following update report.

Terminations/Resignations: (2)

- Benjamin Kiger, Restaurant Manager: Voluntarily
- Nelson Ward, Restaurant Crew Member: Voluntarily

New Hires (1)

- Madison Grapp, Customer Service Representative (PT)/ Flightways – FBO: DOH  
01/11/2021

Vacant Positions by Department

# of vacancies	Job Title	Department	Status
1	Custodial Supervisor	Hospitality	Posted Internally
1	Line Service Technician (Part-Time)	Flightways /FBO	Screening resumes to schedule interviews
1	Equipment Maintenance and Line Service Tech	Flightways /FBO	Screening resumes to schedule interviews
1	Maintenance Manager	Maintenance	Posted - Internally, Indeed, AAAE, and LinkedIn

Contingent Offers Extended/ Pending TSA Background:

- Line Technician Part-Time / Flightways

Promotion: None

Additional Human Resources Additional Updates

- 2.5% pay increase approved for airport employees
- January Employee Meeting: Departmental Updates and “Employee Manual Trivia” game
- Developing a partnership with Goodwill to provide custodial training
- The Harris County High School intern started with Public Safety on 01/13/2021
- December Employee Meeting: Departmental Updates, Ugly Sweater Contest, and Games
- Developing a partnership with Columbus Technical College to provide training

Ms. Tana McHale asked who won the ugly sweater contest?

Ms. Monica Stone stated Officer Marion Carlos Anderson won the ugly sweater contest.

MAINTENANCE

Mr. Daniel Thomas provided the following update report.

Good morning to everybody, and I hope everyone had a good New Year.

Landscaping Division:

- Maintain the front of the airport by removing the fallen leaves, pulling up weeds in the flower beds, pruning up the lower tree limbs, and pruning back the bushes.
- The Crape Myrtle Trees are about to be pruned to reshape them and remove any dead limbs on the Armour Rd side of the airport.
- All airport out lots is being maintained.

Facility Division:

- 28 work orders for the facility division have been completed since the last airport commission meeting. 7- work orders were done for the hangars, and 21- work orders were done for the airport terminal building, parking lots, and the FAA areas.
- Hangar 57 has new door seals on the airside and landside of the hangar. There is a brighter LED light that was installed on the top outside part of the hangar. All the hanger door wheels were greased. The two hangar bay ceiling heaters are being worked on and

hopefully have been completed and working by this Columbus Airport Commission Meeting.

- Hangar 15-B seals are being worked on now.
- Hangar 14 door seal will be worked on and completed after Hangar 15-B door seal gets completed.
- On January 9, 2021, the main fire sprinkler/ fireplug water line broke open in the new rental car parking lot. This water line was shut down and repaired by Whitfield Contractors Company. After the repair work was completed, the water line was turned back on January 13, 2021.

#### Airfield Operations Division:

- The Columbus Airport yearly FAA part 139 inspection with are FAA inspector Nick Lemay started in December and is still ongoing today. This year's inspection is different because of the COVID-19 virus. FAA inspector Nick could not be with us in-person to perform the inspection because of the virus this year. All the paper documents had to be scanned and digitized and sent by email.
- On December 27, 2020, FAA ATCT called me up and told me that they had no control and locked them out of the airfield lighting system. After responding to the call. I found the UPS computer system that controls the whole lighting vault system had shut down. Both internal close cell batteries and a 100-amp fuse had to be replaced, and all the PLC had to be reset to bring the airfield light systems back online and working on December 30, 2021.

Mr. James Barker thanked Mr. Daniel Thomas for his fast response on the airfield lighting. What part of the light system was down or was it the whole thing?

Mr. Daniel Thomas said it was the whole lighting system, basically UPS system in the cabinet that controls all the PLC's had critical failure with the battery, so it locked everything out even the whole airfield even the FAA control lighting was down so that was bypassed to bring the lights back online mainly because the failsafe was down. We had to manually do everything until the main system came back on.

Mr. James Barker responded awesome as he expressed his appreciation again as this could have been a major issue for nighttime operations. Thank you for getting this all handled during holiday times and for your work.

Ms. Amber Clark echoed what Mr. James Barker has said, she personally thanked Mr. Daniel Thomas, Chief Andre' Parker and Mr. Jose Aviles. As you heard there was a couple incidents that were outside of normal operating hours with a couple of pipes that burst along with the airfield lighting system. Our team is just amazing, they do not question what time or day it is even if it is a holiday they just jump right on repairing the problem in a very timely manner. She is very proud of the employees, thank you for continuing to provide dependable service to all of our customers! She is very appreciative to all of Team!

#### MARKETING

Ms. Sonya Overton provided the following update report.

- On behalf of the Airport Commission and Staff, Christmas Cards were sent out to vendors and contractors. 2021 pocket calendars are in and are being distributed to tenants and guests. Calendars are available at the Admin office and Flightways.
- An RFP for vending concessions went out on December 23, 2020. We have received 12 inquiries thus far. Proposals are due on February 26<sup>th</sup>.
- An RFP for ATM concessions went out on January 14, 2021. We have received 2 inquiries thus far. Proposals are due on March 5<sup>th</sup>.
- Our Small Community Air Service Development grant was approved for an extension with an expiration date of January 8, 2022. This grant is used to help us obtain Air Service Development as it provides a revenue guarantee for potential airline Service.

## PUBLIC SAFETY

Chief Andre' Parker provided the following update report.

Happy New Year! With 2020 now behind us, let us pray that 2021 is much more pleasant.

### Events

- December was a busy month for Public Safety. We supported several Presidential and Senate election events. Our staff helped the Secret Service with visits from Vice Presidents Harris and a Vice President Pence rally at our airport.
- We housed the Presidential motorcade vehicles for both VPs at the ARFF station.
- The Secret Service expressed their gratitude for the support and hospitality received from our airport staff.
- Senator Kelly Loeffler and other local and state political figures have visited and used CSG as a venue.

### Training

- January 1st is the beginning of our 2021 training cycle, and we are looking forward to what the new year brings. Public Safety Staff had a total of 1,432 training hours for 2020. As always, we are still proud of our Public Safety officers and staff's work and efforts. It's not an easy task to keep up with training hours along with professional and personal responsibilities. None the less they continue to get the job done.
- This year we will hold our full-scale terannual exercise here at CSG in coordination with our local agency partners. The training exercise will take place in April, with the date and time to be determined.
- I have been appointed to represent the Georgia Association Chiefs of Police training committee as the District 3 representative for 2021.

Ms. Amber Clark congratulated Chief Andre' Parker for that nomination, it was very well deserved! so we appreciate you stepping up in that capacity in representing our community and our airport.

## TERMINAL CONSTRUCTION UPDATE

Ms. Sellers provided the following update report.

- I. A1 (Hold room and New Restrooms)–
  1. Passenger boarding bridges in fabrication
  2. Foundations laid out and being installed later this month
  3. Will transition Hold room to SIDA only after 2nd floor Restrooms completed
- ii. A2 (TSA, Maintenance Shop and Locker Rooms) –
  1. TSA, Maintenance, Airfield Operations and Restaurant departments moved in
- iii. B1-Waiting Room – On schedule for a December turn-over and move in:
  1. Temp walls removed early January
  2. Delta in process of relocating to new ticket counter and ATO
  3. LEO office complete ready for LEO relocation
  4. Furniture delivered last week
  5. Punch/completion in progress
- iv. B2 – Former TSA Space
  1. Walls complete and painted
  2. Overhead Utility work in progress
  3. Waiting on Delta move to begin demolition of remainder of B2
  4. Baggage Handling System scheduled to deliver early February and begin Installation
- v. Exterior –
  1. Canopy ceilings ongoing
  2. Roof replacement 95% complete – trim metal being installed now
  3. Exterior painting near complete

4. Walkway Pavers installed at main entrance
- vi. 2nd Floor Restrooms
1. Demolition began mid-January
  2. Plumbing installation in progress
  3. Anticipate completion and turnover by mid-February
- vii. Phase C (Baggage Return and Rental Car Counters)
1. Working with Rental Car Companies to develop a temporary relocation plan and then will install temporary walls and begin demolition.
  2. Goal is to begin demolition by mid-February.
- viii. Phase D (Central / Main Terminal Corridor)
1. Demolition in progress to prepare for TSA screening equipment relocation (tentatively scheduled for late March)
  2. Overhead security door in fabrication – scheduled to install late February

Ms. Clark provided the following thank you letters were received in January 2021, that are adhere to these records as follow.

Good Morning Ms. Clark,

I specifically asked Mr. Daniel Thomas for your contact information, because I wanted to reach out and let you know how helpful and accommodating both Mr. Daniel Thomas and the entire Operations team was during our recent visit to Columbus. I just wanted to reach out and express my gratitude for all of the Airport's help and support! The efforts from individuals like Mr. Daniel Thomas and your entire crew does not go unnoticed. Mr. Daniel Thomas went above and beyond, and as a result aided tremendously in a successful visit! Please share my (our) thanks and appreciate!

Thank you! Happy Holidays and Happy New Year!

I had heard our visit coincided with a 139 inspection; my previous career was airport management, so I am painfully aware of those inspections! I hope they went well!

Sincerely,

Tabatha L. Ialacci

Special Agent

United States Secret Service

Vice Presidential Protective Division

Good Morning Chief,

I just wanted to take a quick moment to reach out and express my gratitude for all your help and support during our most recent visit to the Columbus Airport! The efforts from you and your entire crew does not go unnoticed, and it helped me tremendously. Please share my (our) thanks!

Thank you! Happy Holidays and Happy New Year!

Sincerely,

Tabatha L. Ialacci

Special Agent

United States Secret Service

Vice Presidential Protective Division

Ms. Amber Clark especially thanked the Operations Team, Mr. Daniel Thomas, Mr. Jose Aviles, Mr. Eric Rivers, Mr. Blake Fulford, Mr. Cameron Hagan, Mr. Troy Pair, who were all great! Being here in the parking lot, directing traffic, coordinating with tenants on the field if there were any concerns ramp closures or ramp movement. It was a really great experience, and everyone really stepped up, and echoed again what was said in the two previous letters she had read. Keep up the good work! She loves receiving the letters and wants to keep them coming as she would like to have one to present each month at each Commission Meeting.

Mr. Don Cook wanted to share two things consistently and high performance of this Team. Every time they make the mark and meet it, even when they are out there, and we don't know they are out there. That says a lot about the Leadership and this Team, as they are all highly qualified! He shared that the Secret Service had went to him for both Vice President Pence and Ms. Kamala Harris visits to our area, and how well each of our employees, with their professionalism of each and every one of them. It makes us shine with pride and happiness with these great compliments. He also, wanted to share something virtually, the employees are all doing a great job! You can tell your doing a great job in how well the Columbus Airport runs. Last week his son came into the Columbus Airport from Turkey and he will fly out of here going to Japan. His granddaughter flew into the Columbus Airport from California. Mr. Don Cook flies once a week out of the Columbus Airport. Flying from the Columbus Airport, everything is on time with the tremendous great service! In proves those that use the Columbus Airport are receiving this level of service that goes behind all these great comments that have been said today.

Mr. Art Guin thanked Mr. Don Cook for speaking up. He had drifted off the agenda and started looking at videos during the meeting trying to get more familiar, getting to know everybody, and putting faces with their names. With the great Kudos from everyone, while people were giving their reports and seeing this recognition you couldn't have snatched or erased the smile off of Ms. Amber Clark's face, you could just see her pride in how all of this is going here at the Columbus Airport. That really stood out to me and he looks very forward to working with this group.

Mr. Don Cook asked for any other discussion under other matters at this time.

Mr. Don Cook announced with no further business the meeting was adjourned to closed session to discuss personnel matters at 10:24 A.M.

Motion to go into closed session by Ms. Tana McHale was made: seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 4 / No: 0

Motion to return to open session Ms. Tana McHale was made: seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 4 / No: 0

Action was taken by the Commission on the items presented.

Motion to adjourn the meeting by Ms. Tana McHale was made; seconded by Mr. James Barker unanimously approved by the Commission. Ayes: 4 / No: 0

There being no further business the meeting was adjourned at 10.49 A. M.

APPROVED:

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Mar Scarbrough, Secretary

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Mr. Don Cook, Chairman

**Columbus Consolidated Government**  
**Minutes of the Virtual Special Called Meeting of the Animal Control Advisory Board**  
**February 8, 2021**  
**6:00 pm**

**Location of Meeting:**

Virtual Teams Meeting via Animal Care & Control Division Facebook

Columbus, GA, 31907

**Present at Meeting:**

Contreana Pearson

Jayne Dunn

Dr. Jean Waguespack

Lindsey Ellis

Sabine Stull

Kristi Ludy

Patricia Montgomery

Julee Fryer

Michael Criddle

Christy Noullet

Channon Emery

The special called virtual meeting of the Animal Control Advisory Board of Columbus Consolidated Government was called to order at 6:05 pm on Wednesday February 8, 2021 via the Animal Care & Control Center Facebook Page.

The meeting was opened by Sabine Stull with an introduction of all the Animal Control Advisory Board Members. All members were asked to introduce themselves by name and the organization they represent, if applicable.

All voting members present were asked to vote on approval of the minutes from the quarterly meeting held on *October 7, 2020*. Patricia Montgomery made a motion to approve the minutes and Lindsey Ellis second the motion for approval. **\*\*\*ACTION TAKEN: ALL VOTING MEMBERS APPROVAL MINUTES FROM BOARD MEETING 10.07.20.**

Agenda Items

## 1. New Member Orientation - Jayne Dunn

Ms. Dunn discussed being a new member and providing guidance for incoming members through a power point presentation. This included discussion of bylaws, meeting etiquette, media relations etc. Ms. Dunn will continue to work on the 'new member orientation' with the approval of the Animal Control Advisory Board members. Patricia Montgomery made a motion for Ms. Dunn to continue and Lindsey Ellis second the motion. **\*\*\*ACTION TAKEN: ALL VOTING MEMBERS APPROVAL JAYNE DUNN CONTINUE WORKING NEW MEMBER ORIENTATION**

## 2. Board Member Questions – Channon Emery

Channon Emery stated a concern about a kennel technician being hired to clean the animal runs between 3:00 pm and 5:00 pm. Contreana Pearson stated there was not a position in the Animal Control budget for a kennel technician. Ms. Pearson advised, correctional inmates from Muscogee County Prison are presently cleaning and staff.

Ms. Emery asked how does Animal Control know an animal is an actual owner surrender, what proof does the public show? Ms. Pearson stated, all surrenders, returned to owners and euthanization require a state issued identification and a signature relinquishing or attesting ownership. Items can be used as a legal document if issues arise about ownership.

Julee Fryer asked about kennel runs drains being backed up with standing water. She suggested a 'documenting' book the volunteers can write down and document issues they see.

Lindsey Ellis questioned why a severely neglected dog was given back to the owner. Ms. Pearson stated the owner was given a citation and picked up from the veterinarian's office. Ms. Pearson stated, this could be an ordinance issue, to not return the animal to the owner because of perceived cruelty. Julee Fryer stated an ordinance change and standard operating procedure is needed.

Michael Criddle stated the Animal Control can only do what the ordinance allows. He recommended that some Board members form a committee to work on amending ordinances and bring back suggestions to the Board.

Julee Fryer asked about the privatization of Animal Control. Mr. Criddle stated yes, it is in the works. Mr. Criddle deferred the question to Patricia Montgomery. Ms. Montgomery stated she was approached by a City Councilperson and later talked to Mayor Henderson about taking over Animal Control. Ms. Montgomery stated a proposal was put together by PAWS.

Contreana Pearson stated the other two items on the agenda will be tabled for the next meeting.

The meeting was adjourned at 7:19 pm. The next virtual quarterly meeting is Tuesday, March 9, 2021, 5:00 pm via Animal Care & Control Center Facebook page.

C: Clerk of Council, ACAB Members



# 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

Chester Randolph  
Chairman

Lanitra Sandifer Hicks  
Assessor

Trey Carmack  
Assessor

Todd A. Hammonds  
Assessor

Jayne Govar  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #07-21

**CALL TO ORDER:** Chairman Chester Randolph calls the Columbus, Georgia Board of Assessors' virtual meeting to order on Monday, March 1, 2021, at 9:00 AM.

### **PRESENT ARE:**

Chairman Chester Randolph  
Vice Chairman Jayne Govar  
Assessor Lanitra Sandifer Hicks  
Assessor Trey Carmack  
Assessor Todd Hammonds  
Deputy Chief Appraiser Glen Thomason  
Recording Secretary Katrina Culpepper

**APPROVAL OF AGENDA:** Vice Chairman Govar motions to accept Agenda. Assessor Carmack seconds and the motion carries.

**APPROVAL OF MINUTES:** Assessor Carmack motions to accept Minutes #06-21. Assessor Sandifer Hicks seconds and the motion carries.

At 9:10, Deputy Chief Glen Thomason presents for Personal Property to the Board:

- Value Change and Business Appeal - Signed and Approved.

At 9:15, Commercial Property Manager Tanya Rios presents to the Board:

- BOE Results – Placed into record.
- Error & Release # 089 011 013e, 089 011 013b, 088 025 022 – Assessor Carmack motions to accept. Vice Chairman Govar seconds and the motion carries.
- Appeal Waiver & Release #031 004 012 – previously signed in December. Assessor Hammonds motions to accept. Vice Chairman Govar seconds and the motion carries.

At 9:40, Residential Property Manager Jeff Milam presents to the Board:

- BOE Results – Placed into record.

At 9:44, Deputy Chief Appraiser presents to the Board:

- Commercial & Residential Map Splits – Assessor Hammonds motions to accept changes with values and pulls. Vice Chairman Govar seconds and the motion carries.

At 10:44, Administrative Manager Leilani Floyd presents for Chief Appraiser Widenhouse to the Board:

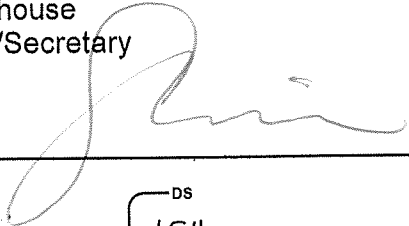
- 2019/2020 Settlement Agreement – Vice Chairman Govar motions to approve value. Assessor Carmack seconds and the motion carries.
- Harvest Timber Value – Assessor Carmack motions to accept. Vice Chairman Govar seconds and the motion carries. Vice Chairman Govar motions for this to be added to the agenda. Assessor Hammonds seconds and the motion carries.

At 10:50, Discussion about prior meeting Historical Rehab Abatement request – no provision in the Georgia Annotated Code for retroactively applying for Historical Rehab Abatement as such the Board is unable to take any further action. Taxpayer will be notified.

Board Meeting on March 8, 2021 will be held virtually.

At 10:56, Chairman Randolph adjourns the meeting without any objections.

Suzanne Widenhouse  
Chief Appraiser/Secretary



MIN# 08 - 21 MAR 15 2021

APPROVED: \_\_\_\_\_

<sup>DS</sup>  
CR

C. RANDOLPH  
CHAIRMAN

<sup>DS</sup>  
LSH

L. SANDIFER HICKS  
ASSESSOR

<sup>DS</sup>  
TC

T. CARMACK  
ASSESSOR

<sup>DS</sup>  
TH

T.A. HAMMONDS  
ASSESSOR

<sup>DS</sup>  
JG

J. GOVAR  
VICE CHAIRMAN



## 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

Chester Randolph  
Chairman

Lanitra Sandifer Hicks  
Assessor

Trey Carmack  
Assessor

Todd A. Hammonds  
Assessor

Jayne Govar  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #08-21

**CALL TO ORDER:** Chairman Chester Randolph calls the Columbus, Georgia Board of Assessors' virtual meeting to order on Monday, March 8, 2021, at 9:00 AM.

#### **PRESENT ARE:**

Chairman Chester Randolph  
Vice Chairman Jayne Govar  
Assessor Lanitra Sandifer Hicks  
Assessor Trey Carmack  
Assessor Todd Hammonds  
Chief Appraiser Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

**APPROVAL OF AGENDA:** Assessor Hammonds motions to accept Agenda. Vice Chairman Govar seconds and the motion carries.

**APPROVAL OF MINUTES:** Vice Chairman Govar motions to accept Minutes #07-21. Assessor Sandifer Hicks seconds and the motion carries.

At 9:05, Personal Property Manager Stacy Pollard presents to the Board:

- BOE Results – Placed into Record.
- Aircraft Blue Book – Signed and Approved.
- Value Adjustments – Signed and Approved.

At 9:12, Commercial Property Manager Tanya Rios presents to the Board:

- BOE Results – Placed into record.
- # 101 001 002– Assessor Carmack motions to continue appeal to Superior Court. Assessor Hammonds seconds and the motion carries.

At 9:44, Residential Property Manager Jeff Milam presents to the Board:

- Change to 2020 Mobile Home Digest – Signed and Approved.

At 9:48, Deputy Chief Appraiser presents to the Board:

- Map Splits Follow Up – After several questions, it was decided that this presentation will be tabled and brought back in a clearer format next week.

At 9:54, Chief Appraiser Widenhouse presents to the Board:

- CUVA & FLPA Values – Vice Chairman Govar motions to accept values. Assessor Carmack seconds and the motion carries.
- Executive Session – No vote taken.

Board Meeting on March 15, 2021 will be held virtually.

At 10:03, Chairman Randolph adjourns the meeting without any objections.

Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_

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JG

C. RANDOLPH  
CHAIRMAN

L. SANDIFER HICKS  
ASSESSOR

T. CARMACK  
ASSESSOR

T.A. HAMMONDS  
ASSESSOR

J. GOVAR  
VICE CHAIRMAN



# Columbus Water Works

*Serving our Community  
Protecting the Environment*

Item #4.

January 11, 2021

Due to the Centers for Disease Control and Prevention declaring Corona Virus Disease 2019 (COVID-19) a health emergency and pandemic, this Board may alternatively utilize virtual meetings during the period of emergency in accordance with O.C.G.A. 50-14-1(g).

The regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia was held as a virtual meeting due to the COVID-19 virus. It was held on Monday, January 11, 2021, at 1:30 p.m. Chairman Reynolds Bickerstaff took the roll call and the following Commissioners were present:

Reynolds Bickerstaff, Chairman  
Sanders Griffith, Vice Chairman  
Becky Rumer  
Rodney Close  
Mayor Skip Henderson

This being the first meeting of the New Year, election of Officers was in order. The following Officers were nominated:

Current Officers  
Reynolds Bickerstaff, Chairman  
Sanders Griffith, Vice Chairman  
Steve Davis, President  
Alex Hinton, Secretary

Proposed Officers 2021  
Reynolds Bickerstaff, Chairman  
Sanders Griffith, Vice Chairman  
Steve Davis, President  
Alex Hinton, Secretary

Motion was made by Becky Rumer and seconded by Mayor Henderson to elect the above Officers for the calendar year 2021. Motion carried.

Receipt of the Minutes from the regular meeting on December 14, 2020, were presented to the Board. Motion was made by Becky Rumer and seconded by Rodney Close to approve the Minutes as written. Motion carried.

President Davis introduced Felande Ross, Eddie Chambers and John Schneider, employees with the Columbus Water Works. They were present at the meeting in order to be recognized upon their retirement. President Davis presented each one of them with the following Resolution:

### *A Resolution*

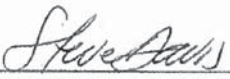
*Whereas*, Felande D. Ross, has been an employee of the Columbus Board of Water Commissioners since September 1987 is retiring; and,


*Whereas*, Felande D. Ross, has served in the capacity of Meter Technician in the Meter Maintenance Department with the Columbus Water Works; and,


*Whereas*, Felande D. Ross, has performed in an outstanding and productive manner throughout his thirty-three years of service;


*Now, Therefore, Be It Resolved* that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Felande D. Ross for his diligent and faithful service on behalf of the Columbus Water Works; and,

*Be It Further Resolved* that this resolution be spread upon the official minutes of this Board this eleventh day of January 2021, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Felande D. Ross, and to the Clerk of Council of Columbus, Georgia.

  
 \_\_\_\_\_  
 PRESIDENT, COLUMBUS WATER WORKS

  
 \_\_\_\_\_  
 SECRETARY,  
 BOARD OF WATER COMMISSIONERS

  
 \_\_\_\_\_  
 CHAIR, BOARD OF WATER COMMISSIONERS

  
 \_\_\_\_\_  
 SENIOR VICE PRESIDENT,  
 SECURITY, ENVIRONMENTAL SVCS & CUSTOMER ADVCCACY

## *A Resolution*


*Whereas*, Eddie F. Chambers, Jr., has been an employee of the Columbus Board of Water Commissioners since April 1995 is retiring; and,

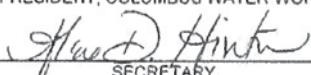
*Whereas*, Eddie F. Chambers, Jr., has served in the capacity of Data Technician II in the Field Services Waste Water Collection Department with the Columbus Water Works; and,


*Whereas*, Eddie F. Chambers, Jr., has performed in an outstanding and productive manner throughout his twenty-five years of service;


*Now, Therefore, Be It Resolved* that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Eddie F. Chambers, Jr. for his diligent and faithful service on behalf of the Columbus Water Works; and,

*Be It Further Resolved* that this resolution be spread upon the official minutes of this Board this eleventh day of January 2021, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Eddie F. Chambers, Jr., and to the Clerk of Council of Columbus, Georgia.

  
 \_\_\_\_\_  
 PRESIDENT, COLUMBUS WATER WORKS

  
 \_\_\_\_\_  
 SECRETARY,  
 BOARD OF WATER COMMISSIONERS

  
 \_\_\_\_\_  
 CHAIR, BOARD OF WATER COMMISSIONERS

  
 \_\_\_\_\_  
 EXECUTIVE VICE PRESIDENT,  
 COLUMBUS WATER WORKS

## *A Resolution*


*Whereas*, John G. Schneider, has been an employee of the Columbus Board of Water Commissioners since August 2003 is retiring; and,

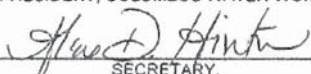
*Whereas*, John G. Schneider, has served in the capacity of Party Crew Chief in the Engineering Department with the Columbus Water Works; and,

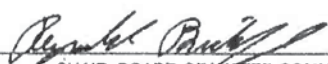
*Whereas*, John G. Schneider, has performed in an outstanding and productive manner throughout his seventeen years of service;

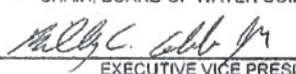
*Now, Therefore, Be It Resolved* that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to John G. Schneider, for his diligent and faithful service on behalf of the Columbus Water Works; and,

*Be It Further Resolved* that this resolution be spread upon the official minutes of this Board this eleventh day of January 2021, and that the Secretary of this Board be directed to furnish copies of this resolution to the said John G. Schneider, and to the Clerk of Council of Columbus, Georgia.

  
 PRESIDENT, COLUMBUS WATER WORKS

  
 SECRETARY,  
 BOARD OF WATER COMMISSIONERS

  
 CHAIR, BOARD OF WATER COMMISSIONERS

  
 EXECUTIVE VICE PRESIDENT,  
 COLUMBUS WATER WORKS

The Board congratulated the retirees on their many years of service with the Columbus Water Works.

Secretary Hinton presented the Financial Report for the month of December including Ft. Benning to the Board. Motion was made by Mayor Henderson and seconded by Sanders Griffith to approve the Financial Report. Motion carried.

Kevin White presented the following projects to the Board for their approval:

#### **English and Simpson Ranges Water and Sewer Supply**

This project consists of:

- Installing approximately 2,510 LF of 8-inch sewer mains with the necessary manholes and lateral connections
- Installing approximately 430 LF of 2-inch copper water service lines along Dixie Road on Fort Benning, Georgia.
- This work will extend public water and sewer to the new latrines at each range.

On December 17, 2020, three bids were publicly opened and read as follows:

Contractor	Bid Amount
Gordy Construction Company	\$316,220.00
RDJE, Inc.	\$337,881.00
Crawford Grading and Pipeline	\$386,896.00

- The engineer's estimate was \$323,595.00.
- While the estimate was over budget, the contract was setup in a manner to remove or decrease non-essential items to reduce the cost before award if necessary.
- The engineer has reviewed and tabulated the bids and recommends contract award to Gordy Construction Company as the low responsive, responsible bidder, at the valued engineered price of \$287,275.00 (Funded via Fort Benning Contract Mod).
- Staff requests Board approval to award the English and Simpson Ranges Water and Sewer Supply Project to Gordy Construction Company at the values engineered price of \$287,275.00.

Motion was made by Sanders Griffith and seconded by Rodney Close to accept the low bid of \$287,275.00 from Gordy Construction Company for the English and Simpson Ranges Water and Sewer Supply Project (Funded via Fort Benning Contract Mod). Motion carried.

#### **Davis Hill/Kelly Hill-Patton Range to Pierce Range Connections**

This project consists of:

- Installing approximately 3,825 feet of 8-inch DIP water main
- This project will connect dead-end water mains at Pierce Range and Patton Range off Dixie Road on Fort Benning, Georgia.
- This work will increase available fire flow capacity to each range and circulate water to maintain water quality.

On December 17, 2020, five bids were publicly opened and read as follows:

Contractor	Bid Amount
<b>Gordy Construction Company</b>	<b>\$218,932.00</b>
Alexander Contracting	\$231,673.38
RDJE, Inc.	\$235,734.00
Whitfield Contractors	\$239,898.80
Crawford Grading and Pipeline	\$261,681.00

- The engineer's estimate was \$240,000.00. The engineer has reviewed and tabulated the bids and recommends contract award to Gordy Construction Company as the low responsive, responsible bidder, at the bid price of \$218,932.00 (Funded via Fort Benning Contract Mod).
- Staff requests Board approval to award the Davis Hill/Kelly Hill- Patton Range to Pierce Range Connections Project to Gordy Construction Company at the bid price of \$218,932.00.

Motion was made by Sanders Griffith and seconded by Mayor Henderson to accept the low bid of \$281,932.00 from Gordy Construction Company for the Davis Hill/Kelly Hill- Patton Range to Pierce Range Connections Project (Funded via Fort Benning Contract Mod). Motion carried.

#### **Uchee Creek Campground Northwest Loop Water Main**

This project consists of:

- Installing approximately 1,950 LF of 8-inch DIP water main.
- This project will loop the existing water main at the campground by connecting two dead-end mains on Fort Benning, Alabama.
- This will provide additional fire flow capacity for the activities and event center.

On December 17, 2020, four bids were publicly opened and read as follows:

Contractor	Bid Amount
<b>Gordy Construction Company</b>	<b>\$153,840.00</b>
Whitfield Contractors	\$163,350.28
RDJE, Inc.	\$165,354.00
Crawford Grading and Pipeline	\$239,135.60

- The engineer's estimate was \$205,480.00. The engineer has reviewed and tabulated the bids and recommends contract award to Gordy Construction Company as the low responsive, responsible bidder, at the bid price of \$153,840.00 (Funded via Fort Benning Contract Mod).
- Staff requests Board approval to award the Uchee Creek Campground Northwest Loop Water Main Project to Gordy Construction Company at the bid price of \$153,840.00.

Motion was made by Becky Rumer and seconded by Rodney Close to accept the low bid of \$153,840.00 from Gordy Construction Company for the Uchee Creek Campground Northwest Loop Water Main Project (Funded via Fort Benning Contract Mod). Motion carried.

#### **Naval Reserve Center Lift Station**

This project consists of:

- Installing a two-horsepower grinder pump station, approximately 1,285 LF of 8-inch DIP water main, and 500 LF of 1.5-inch PVC force main.
- The lift station and water main will serve the relocated Naval Reserve Center near Custer Road on Fort Benning, Georgia.

On December 17, 2020, three bids were publicly opened and read as follows:

Contractor	Bid Amount
<b>Gordy Construction Company</b>	<b>\$311,631.00</b>
Crawford Grading and Pipeline	\$326,293.00
RDJE, Inc.	\$347,079.00

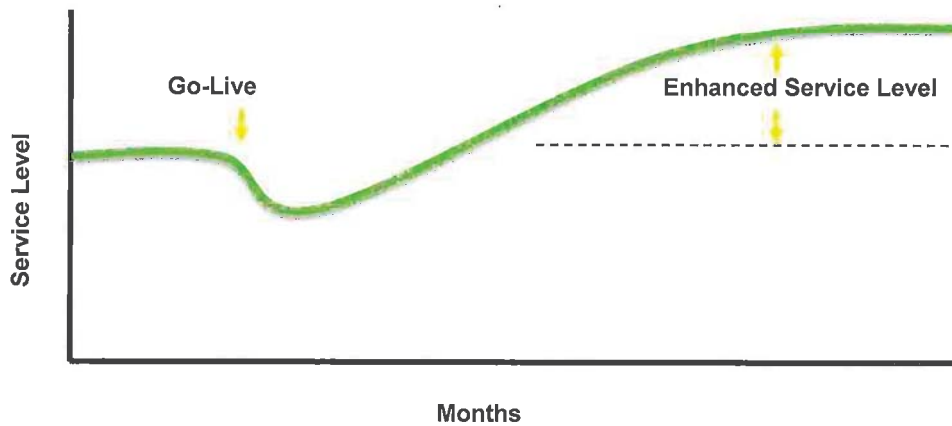
- The engineer's estimate was \$272,149.00. The engineer has reviewed and tabulated the bids and recommends contract award to Gordy Construction Company as the low responsive, responsible bidder, at the bid price of \$311,631.00 (Funded via Fort Benning Contract Mod).
- Additional funds will be covered by Fort Benning Contract Modifications.
- Staff requests Board approval to award the Naval Reserve Center Lift Station Project to Gordy Construction Company at the bid price of \$311,631.00.

Vice Chairman Griffith asked Mr. White if this approval was subject to getting the additional modifications to cover the amount. Mr. White responded that is correct. A) We will get additional funding from Ft. Benning, or b) pull funding from current modifications where we can. Mr. White advised that CWW would not incur money they do not have.

After discussion, motion was made by Sanders Griffith and seconded by Becky Rumer to accept the low bid of \$311,631.00 from Gordy Construction Company for the Naval Reserve Center Lift Station Project (Funded via Fort Benning Contract Mod). Motion carried.

Vic Burchfield gave a brief update on the Go-Live for the New Customer Information System (CIS) Project as outlined below:

- Go-Live launch is January 19<sup>th</sup> !
- Countdown has started and tasks are in motion
- Robust Communications Plan currently in play
  - Customers
  - Employees
- Three-Month Post Go-Live Period
  - Employees adjust to new system
  - System Matter Experts confirm proper system operation
- Expected service level decrease initially during adjustment period followed by increase in service level
  - Higher Call Volume
  - More customer questions



CWW is excited and eager for our customers and employees to experience the new CIS System!

Chairman Bickerstaff congratulated Mr. Burchfield and all departments and staff involved in implementing this new system.

The following Departmental Reports for the month of December were provided to the Board as information only:

- Customer Service Reports
- Customer Advocacy/Meter Maint/Water Accountability Reports
- Engineering Reports
- Field Services Reports
- Information Services/Security/Environmental Services Reports
- Corporate Relations Reports
- Employee Services Reports
- Water Resource Operations/Managed Maintenance Reports

There was no discussion.

There being no further business, motion was made by Becky Rumer and seconded by Mayor Henderson to adjourn the meeting. Motion carried.

  
 Alex D. Hinton, Secretary



BOARD OF COMMISSIONERS MEETING  
WEDNESDAY, February 17, 2021

**NOTE: DUE TO THE TRAVEL RESTRICTIONS CAUSED BY COVID-19, THE FEBRUARY BOARD OF COMMISSIONERS MEETING WAS CONDUCTED AS A VIRTUAL MEETING**

**Commissioners Present;** Lauren Becker, Vice Chair; Jamie Waters, Secretary/Treasurer; Sherricka Day; Dan Gilbert Miles Greathouse; Donna Hix; Mamie Pound; and Marianne Richter.

**Commissioners Absent:** : Amish Das, Chair

**Special Invitees:** Cyndy Cerbin, National Infantry Museum, Helena Coates, Uptown Columbus; Norm Easterbrook, RiverCenter for the Performing Arts; Merri Sherman, Columbus Sports Council; Hayley Tillery, Columbus Convention & Trade Center; Carrie Beth Wallace, The Columbusite; and Ed Wolverton, Uptown Columbus.

**Staff Present:** Peter Bowden, Carter Flynn, Shelby Guest, Joel Slocumb, Andrea Smith, and Ashley Woitena.

**Call to Order** ..... **Lauren Becker**

- In the absence of Board Chair, Amish Das, the meeting was called to order at 3:30 p.m. by Vice Chair, Lauren Becker.

**Approval of Minutes & Financials** ..... **Jamie Waters**

- Jamie Waters asked the Board members present if there were any questions regarding the minutes from the January meeting. There being none, a motion was made by Mamie Pound to approve the minutes as submitted. The motion was seconded by Miles Greathouse. A vote was taken and the minutes were approved.
- Mr. Waters then went over the financials for January 2021, reviewing the hotel/motel tax income, specific line items, and highlighted the net gain for the month. He reported revenue for the month fell below \$125,000 so a draw-down was made against the Development Authority COVID-19 MOU with VisitColumbus. He then asked if there were any questions concerning the financials and hearing none, he called for a vote to approve. Dan Gilbert made a motion to accept the financials as presented. Marianne Richter seconded the motion. A vote was taken and the motion passed.
- **Fiscal 2022 Budget**
  - Ms. Becker asked Peter Bowden to present the proposed FY 2022 budget. He began by reminding the Board the budget for the upcoming fiscal year (beginning July 1) is always presented at this meeting for Board discussion and approval and in keeping with the Columbus

Consolidated Government's (CCG) request, once approved, the budget is forwarded to the City Manager's office for inclusion into the CCG's budget, where it becomes a pass-through item.

- Mr. Bowden explained staff is being cautious in its projection for revenue and built the budget on no increase in hotel motel tax. He went over several specific line items to include Salaries, Group Health, Promotion & Advertising, Contract Services, Special & Ongoing, etc. These were highlighted to show savings or other adjustments compared to last year's budget.
- He also announced the CVB has received notice of approval for Paycheck Protection Program (PPP). The funds have not been received as of the meeting, but the estimated amount is just over \$117,000.
- There have also been conversations with the City Manager and representatives from the Development Authority to continue the Memorandum of Understanding (MOU) for COVID-19 Relief into the next fiscal year, with the same conditions and parameters.
- Mr. Bowden ended the presentation by commending the CVB staff for their efforts and hard work during this pandemic.
- At the conclusion of the presentation, Ms. Becker asked the Board for any questions or comments regarding the proposed budget and there being none, she then called for a motion to approve the budget as submitted. A motion was made by Jamie Waters and seconded by Dan Gilbert. A vote was taken and the budget was approved.

- **Uptown Columbus Presentation with Ed Wolverton**

- Mr. Bowden introduced Ed Wolverton, Executive Director of Uptown Columbus, Inc. and Columbus BID.. Mr. Wolverton began with some background on himself, then cited the mission of Uptown Columbus. He discussed the economic progress that occurred in 2020 (despite the pandemic), highlighted the Clean Team & Ambassadors, special events and marketing, organizational development & fundraising, and special projects & infrastructure. He also focused on current development projects to include renovations at the Columbus Marriott, new hotels AC Hotel by Marriott and Hotel Indigo, the new Mercer Medical School, Second Avenue Apartment project, City Mills, etc.

**Chair's Report..... Lauren Becker**

- **Uptown Hotel Coalition**

- Ms. Becker asked Peter Bowden for an update on the Uptown Hotel Coalition. He explained this is a group representing the Uptown hotels, to include the Trade Center and Uptown Inc. This group was formed to conduct regularly meetings as a result of the additional hotel product in Uptown. At the latest meeting, a presentation was given by Digital Edge, the consulting firm engaged by VisitColumbus to assist in a comprehensive program of work to create awareness and lead generation for conventions and meetings. Mr. Bowden described that staff plans to continue working with Digital Edge in an effort to maintain the momentum VisitColumbus is receiving from meeting planners as a result of the rollout of the current campaign and strategy.

- **Short Term Rental (STR) Update**

- Ms. Becker reported on a meeting held recently with members of the VisitColumbus staff and the City representatives to discuss the enforcement of compliance for Short Term Rental Units. It was noted, on average, these operators remit approximately \$10,000 in fees each month. The City is also looking into the enforcement process. The VisitColumbus staff is developing a direct marketing campaign to encourage operators to work with the City on compliance and fee issues.

**President's Report..... Peter Bowden**

- Mr. Bowden asked Joel Slocumb, Film Commissioner for the Columbus Film Commission, to report on the status of the film in Columbus.
  - Mr. Slocumb began with an overview and history of the Columbus Film Commission and the current film incentive. He explained there have been 12 projects since 2019, but due to the COVID-19 pandemic, many projects have been halted. He reminded the group that he and Shelby Guest attended the Sundance Film Festival in January 2020 and over the three-day period, conducted meetings with producers and directors and came back with more than 50 leads for potential projects; again, the pandemic caused staff to put any follow up on hold.
  - His work includes attending (virtual) meetings and events related to the film industry both the national and international level, as he continues to promote Columbus as a film destination when restrictions are lifted. This time has presented the opportunity to make new relationships and revise strategy going forward.
  - The primary goal of the Film Commission is to attract a television series/episodic, as those projects would work for months at a time; however, independent films and other projects are still part of the program of work.
  - Mr. Slocumb did indicate things are beginning to pick-up in 2021 with a national Chevrolet truck commercial filmed in Columbus; an independent film already in pre-production with filming beginning in March; and another film in the works for early Spring.
  - He is also working with a third project with representatives planning to scout for locations in Columbus.
  - Mr. Slocumb concluded his remarks by explaining that there is a plan is to launch a revised incentive program in March.

**Other Business..... Group**

- Dan Gilbert with Whitewater Express referenced the “Wintering Grounds” short documentary film about kayakers traveling to Columbus to hone their whitewater skills on the Chattahoochee. He offered to provide a link to the trailer to Board. He also mentioned the impact of the COVID pandemic on rafting & ziplining, but his company has been able to rally back with just a 25% loss of bookings from last year.

**Adjournment.....Lauren Becker**

With no further business, the meeting was adjourned at 4:38 p.m.

MINUTES OF THE MEETING OF THE  
DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA  
February 4 , 2021  
Via Zoom

**MEMBERS PRESENT:**

Alfred Blackmar, Russ Carreker, Selvin Hollingsworth, Jacki Lowe, Heath Schondelmayer, Lisa Smith, Chris Wightman

**MEMBERS ABSENT:**

none

**ALSO PRESENT:**

Ben Adams, Josh Beard, Peter Bowden, Austin Gibson, Pam Hodge, Tom Horn, Sendreka Lakes, Jim Lovett, Jamie Loyd, Rob McKenna, Jerald Mitchell, Brian Sillitto, Katherine Kelly

Russ Carreker, Chairman, noting that a quorum was present and proper notice had been given in accordance with the requirements of Georgia law, called the February 4, 2021 meeting to order.

**MINUTES**

**Upon motion made by Selvin Hollingsworth and seconded by Chris Wightman, the Authority unanimously approved the minutes of the January 7 and 19, 2021 meetings attached as Exhibit "A".**

**FINANCIAL REPORT**

Heath Schondelmayer reviewed the income and expenses and explained some variances. He pointed out that the YTD net income was ahead of budget. **Upon motion made by Selvin Hollingsworth and seconded by Alfred Blackmar, the Authority unanimously approved the January 2021 Financial Report attached as Exhibit "B".**

**ECONOMIC DEVELOPMENT REPORT**

- Brian Sillitto reported that of the 52 leads in 2020 two-thirds of the manufacturing leads were looking for an available building. He reported that January was a very active month. The activities are reported in the Economic Development report attached as Exhibit "C". He spoke about the eight leads and gave updates on several of the prospects and the active projects.
- Sendreka Lakes gave updates on workforce development. She spoke about the trending in the unemployment rates. Columbus MSA is stabilizing. In the next few weeks, she will be using a different style of reporting.
- Josh Beard reported he is continuing to make contact with Chamber investors and determining how the Chamber can assist them. Jerald Mitchell reported that Josh Beard is the point of contact for the PPP to help companies get through the process of applying for PPP.
- Jerald Mitchell reported that in the MEI it was found that 90% of the follow-up activity involved workforce development. Therefore, there will be some shifting in how Sendreka Lakes relates to the investors. There will be some strategic planning probably in March. One area which needs to be considered is how we target industries which are compatible with Columbus. The Chamber is also looking at how to better support small businesses.

**CITY OF COLUMBUS REPORT**

Pam Hodge reported that the FY 2022 budget process has begun. There is still an increase in sales taxes. The occupation tax is maintaining. T-SPOST projects are being put together. She asked that any projects the Authority has for consideration be sent to her. As requested, she will add the Lynch Road

Manchester Expressway interchange to the list for consideration. Russ Carreker reported that he is being considered for the Georgia DOT Board and the importance of having someone from Columbus on the Board. The vote is Wednesday.

**OLD BUSINESS**

None

**NEW BUSINESS**

Russ Carreker reported that Jerald Mitchell, Brian Sillitto and he have been talking about how to integrate and utilize the Authority board members better in doing economic development.

**LEGAL ISSUES**

- **Upon motion made by Selvin Hollingsworth and seconded by Jacki Lowe, the Authority unanimously approved the execution of a License Agreement among the City, the Columbus Building Authority, the Development Authority and Path-Tec for use of the 0.8 acre of MTP Parcel 2 for temporary parking in support of the Path-Tec expansion project.** Document is on file.
- Rob reported that the Highland Terrace project will probably close in May.

**OTHER ISSUES**

None

**EXECUTIVE SESSION**

None

**MEETING ADJOURNED**

**Upon motion made by Jacki Lowe and seconded by Lisa Smith, the Authority meeting was adjourned.**

By: \_\_\_\_\_  
Jacki W. Lowe, Secretary

Approved by:

\_\_\_\_\_  
Russell D. Carreker, Chair

NOTE: The February 4, 2021 minutes were approved at the March 4, 2021 meeting. Meeting was via Zoom; therefore, they are not signed.

Mayor's Commission on Reentry Minutes  
February 15, 2021 at 1:00pm

*In attendance: Keith Mitchell, Kristin Barker, Michael Forte, Pat Frey, Waleisah Wilson, Baki Muhammad, Jeanette James, John House, Cathy Robinson, and Rev. Monica Spencer*

Keith Mitchell welcomed everyone and Baki opened the meeting in prayer.

There was no correspondence. The Commission will virtually review the minutes

The employment subcommittee is gathering and reviewing data monthly from the GDC and DCS to see how information correlates. We are also looking for recidivism numbers. This data will be sent to the Mayor's office monthly. We are working with the Urban league to fund the Ban the Box campaign and are pulling together an advisory team outside of our current network.

As protocol, Kristin will run this data by the Commission for feedback prior to submitting it to the Mayor's office.

Pat attended a webinar with the Department of Housing and Urban Development (HUD) recently and discovered some funding that is available for reentering citizens and specifically for sex offenders. This could be a game changer for how we can support this population.

Home for Good is publishing monthly numbers on those who are seeking housing and where they were prior to their current situation. The Commission may be interested in looking at how many of those were incarcerated in their prior situation.

Dr. Forte needs to pivot his strategy to better connect with potential church partners. He is not receiving any response from the letter that was distributed via email. Joining arms with the EMI may be the solution that we need to forming meaningful faith based connections.

Jeanette requested that everyone review the Mayor's website and submit any updates that need to be made to her.

The Commission has established an action plan to the Mayor and City Council. We will be given opportunities to report on our progress throughout the year. Keith encouraged everyone to attend our Community of Practice (CoP) convening sessions on March 4, 9 and 10. This will allow us to continue developing our strategy.

Kristin will send a reminder email with information on our upcoming CoP sessions. We will meet the experts and other CoP teams during these sessions. Pat encouraged everyone to participate.

Rev. Monica Spencer shared information on the EMI project to end mass incarceration. Columbus has been identified as their pilot location. The goal is to engage the faith community and make an impact as it relates to incarceration. There is a lot of work to be done from elementary school students to post incarceration. The EMI meets the 3<sup>rd</sup> Thursday of each month at 6:30pm. Monica invited the

Commission to attend these meetings. There is strength in coalition. To date, Monica has contacted about 130 people to date with personal outreach.

Anyone on the Commission is invited to attend the MulitFaith Initiate call on Friday at 12:00pm to discuss collaboration with the EMI and with the initiative as a whole. These calls are help every Friday at noon.

SafeHouse continues to operate as usual. They still have a fully functioning COVID operations unit.

Waleisah is working to in Muscogee and Fulton counties to connect those who are returning from prison to those communities and are LGBTQ, differently-abled or elderly to resources for successful reentry. One large barrier is individuals who do not primarily speak English. Baki may be able to help with this. The courts in Columbus may not understand their responsibility to this population.

She will submit a letter with specifics related to addressing this population's needs and provide some strategic direction for the Commission. She would also like to generate a connection between Mayor Bottoms in Atlanta and Mayor Henderson in Columbus.

We need to consider how leverage public/private relationships and specifically how to engage with the Chamber of Commerce. Keith asked the Commission to consider how we will interact with the private sector and submit recommendations.

We need to add our annual work plan to the Mayor's web page. Jeanette also asked everyone to submit a headshot to include on our web page. Include your title, email address and the community group you represent. The Commission will submit this information to Kristin and she will send this to Jeanette.

Our next meeting will be on March 15th. We will meet again virtually on zoom.

**File Attachments for Item:**

Resolution excusing Councilor Evelyn "Mimi" Woodson from the March 23, 2021 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 Evelyn “Mimi” Woodson is hereby excused from attendance of the March 23, 2021 Council Meeting for the following reasons:

Personal Business:

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 23rd day of March 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of Council.

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

\_\_\_\_\_  
**Sandra T. Davis**  
 Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
 Mayor

Form revised 11-1-79, Approved by Council 11-6-79