## Council Members

R. Gary Allen Charmaine Crabb

Jerry 'Pops' Barnes Glenn Davis

John M. House R. Walker Garrett Bruce Huff Toyia Tucker

Judy W. Thomas Evelyn 'Mimi' Woodson

## Clerk of Council

Sandra T. Davis


Council Chambers
February 8, 2022
C. E. "Red" McDaniel City Services Center- Second Floor 9:00 AM 3111 Citizens Way, Columbus, GA 31906 Regular Meeting

## MAYOR'S AGENDA

CALL TO ORDER: Mayor B.H. "Skip" Henderson, III, Presiding
INVOCATION: Offered by Rev. Earnestine Campbell at Epworth United Methodist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

## MINUTES

1. Approval of minutes for the January 25, 2022 Council Meeting.

UPDATE:
2. An update on COVID-19

## PROCLAMATIONS:

3. PROCLAMATION: David M. Helms Day

RECEIVING: David M. Helms
4. PROCLAMATION: Will Johnson Day

RECEIVING: Will Johnson

## RESOLUTION

5. Authorizing the acceptance of donations in support of "The Dream Lives," Dr. Martin Luther King, JR. (MLK) Commemoration Event.

## REQUESTS FOR AUTHORIZATION:

6. Request Authorization for Departmental Audit of the Public Works Department from Donna McGinnis, Forensic Auditor

## PRESENTATIONS:

7. FY21 Annual Comprehensive Financial Report (ACFR) (Presented by Miller Edwards, External Auditors, Mauldin \& Jenkins, LLC)
8. Columbus Celebrates AARP Age-Friendly Designation (Presented by Kay Sibetta, AARP Georgia State Office)
9. Cure Violence Assessment Summary Review (Presented by Dr Asante Hilts, Reggie Lewis, Keith Dunnigan, Jerome Lawson, Cedric Hill and Cedric Hill II)

## CITY ATTORNEY'S AGENDA

## ORDINANCES

1. 2nd Reading- REZN-11-21-2094: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at $\mathbf{1 1 6 3}$ Henry Avenue (parcel \# 184-024-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Continued from 1-25-22)(Councilor Huff)
2. 2nd Reading- An Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities.(Budget Review Committee)
3. 2nd Reading- An ordinance granting to Liberty Utilities (Peach State Natural Gas) Corp., its successors and assigns, a franchise to provide the consolidated government of Columbus, Muscogee County, Georgia, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the consolidated government of Columbus, Muscogee County, Georgia; and for other purposes. (Mayor Pro Tem)
4. 1st Reading- REZN-11-21-2151:An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at $\mathbf{1 1 0 4}$ Leslie Drive / 3276 Victory Drive (parcel \# 044-001-007 / 044-001-010 / 045-001-002 / 045-001-017) from RMF1 (Residential Multifamily 1) \& GC (General Commercial) Zoning Districts to PUD (Planned Use Development) Zoning District.(Planning Department and PAC recommend approval.(Councilor Woodson)
5. 1st Reading- REZN-11-21-2155: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at $\mathbf{7 2 1 7}$ Warm Springs Road (parcel \# 109-001-008A) from GC (General Commercial) Zoning District to RMF2 (Residential Multifamily 2) Zoning District.(Planning Department and PAC recommend approval) (Mayor Pro Tem)
6. 1st Reading- REZN-12-21-2347:An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2807 Bradley Circle (parcel \# 007-006-015) from RMF2 (Residential Multifamily 2) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department and PAC recommend approval) (Councilor Woodson)
7. 1st Reading- REZN-12-21-2348:An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at $\mathbf{5 3 3 9}$ Thomason Avenue (parcel \# 188-017-007) from SFR2 (Single Family Residential 2) Zoning District to NC (Neighborhood Commercial) Zoning District with conditions. Planning Department recommends conditional approval. PAC recommends approval)(Councilor Garrett)
8. 1st Reading- An Ordinance enacting a districting plan for Columbus, Georgia's Council seats; and for other purposes. (continued on 1st Reading from 12-07-21 and 1-11-22)(Columbus Districting Commission)

## RESOLUTIONS

9. A Resolution authorizing Sunday sales of alcoholic beverages at all on-premises locations within Columbus on Sunday, February 13, 2022. (Mayor Pro-Tem)
10. A Resolution of the Council of Columbus, Georgia authorizing the preparation of a Notice of Sale, a Preliminary Official Statement, the acceptance of bids for the sale of General Obligation Sales Tax Bonds, Series 2022, and for other purposes. (Mayor Pro-Tem)
11. A Resolution authorizing the execution of Federal Aviation Administration Airport Rescue Grant NO. 3-13-0035-052-2022. (Request of Columbus Airport Commission)
12. A Resolution authorizing execution of FAA Concessions Rent Relief Airport Rescue Grant No. 3-13-0035-053-2022 (Request of Columbus Airport Commission)

## PUBLIC AGENDA

1. Mr. William Fry, representing Columbus Community Orchestra, Re: Information on the Martin Luther King, Jr. Tribute Concert.
2. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Crime Prevention Department and Cure Violence accountability.
3. Ms. Cynthia Stubbs, Re: Community gang stalking.
4. Mr. Bobby Jones, Re: Difference in fees in yard waste collection (in bulk) when delivering to landfill compared to fee charged for yard waste collection (in bulk) at residence.

## CITY MANAGER'S AGENDA

## 1. FY2023 Family Connection Grant

Approval is requested to authorize the Columbus Consolidated Government to serve as Fiscal Agent, submit an application, and if approved, accept funds from the Georgia Department of Human Services for a Family Connection grant in the amount of $\$ 50,000$, or as otherwise awarded, with no local match required, and to amend the Family Connection Fund 0985 by the amount of the grant awarded.

Page 4 of 15

- Page 4 -


## 2. GEMA Emergency Management Performance Grant and American Rescue Plan Act award

Approval is requested for the acceptance of a grant in the amount of $\$ 25,000$, or as otherwise awarded, with no local match required, from GEMA/HS from the Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) for Emergency Management, amend the Multi-governmental Fund by the amount of the award, and allocate funding for the upgrade of the Emergency Management warning siren system software.

## 3. Lease Agreement with Family Holdings Sub, LLC for 31,501+/- square feet at 2100 Comer Ave. for the Superior Court of Muscogee County

Approval is requested to enter into a lease agreement with Family Holdings Sub, LLC for $31,501+/$ square feet at 2100 Comer Ave. for the Superior Court of Muscogee County.

## 4. PURCHASES

A. Bomb Robot for Sheriff's Office (GSA Cooperative Purchase)
B. Preventative Maintenance for the Fingerprint/Mugshot Livescan Plus Hardware and Software System for Sheriff's Office
C. Small Asphalt Truck (Mini Patcher) for Public Works - Sourcewell Cooperative Purchase
D. Reimbursement to the Housing Authority of Columbus, Georgia for Termite Damage Repairs at Legacy Terrace Apartments
E. Add-On - Anchor Tenants for Concession \& Retail Services/Columbus Civic Center II (Annual Contract) - RFP No. 22-0012

## 5. UPDATES AND PRESENTATIONS

A. Crime Prevention Program Update - Seth Brown, Crime Prevention Director
B. Uptown Parking Pay Stations - Lisa Goodwin, Deputy City Manager
C. Infrastructure Update - Pam Hodge, Deputy City Manager
D. SPLOST Update - Pam Hodge, Deputy City Manager
E. 2022 TSPLOST Update - Pam Hodge, Deputy City Manager
F. Redistricting Update - Pam Hodge, Deputy City Manager

## BID ADVERTISEMENT

## February 9, 2022

1. Double Churches Pool Resurfacing - RFB No. 22-0028

A Mandatory Site Visit is scheduled at 11:00 A.M. on Wednesday, February 9, 2022. Vendors shall convene in the parking lot at the entrance to Double Churches Pool, which is located at 2300 Double Churches Road, Columbus, Georgia 31904. Attendees are required to wear face masks and observe social distancing.
2. Radar Certification for Public Safety Departments (Annual Contract) - RFB No. 220023
Scope of Bid
Provide radar re-certification services for the 430 radars and 25 speed lasers currently installed in the Columbus Consolidated Government Public Safety Department Fleet.

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

## February 11, 2022

1. Real Estate Appraisal Services (Annual Contract) - RFP No. 22-0018

Scope of RFP
Provide real estate appraisal services on an "as needed" basis for various projects involving land acquisition and disposition services for Columbus Consolidated Government.

The contract term shall be for one year with the option to renew for four additional twelvemonth periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

## 2. Emergency Clean-Up and Debris Removal (Annual Contract) - RFP No. 22-0015

Scope of RFP
Provide services for emergency clean-up and removal of debris that may result from natural (storms, fallen trees, etc.) or man-made disasters (terrorism, remnants of destroyed buildings, etc.) on an "as needed" basis.

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

February 23, 2022

1. Double Churches Pool Resurfacing - RFB No. 22-0028

Scope of Bid
Provide all labor, equipment and materials to resurface the pool at Double Churches Park. Time is of the essence; the work must be completed by April 26, 2022.
2. Side Loader 31-Yard Refuse Trucks - RFB No. 22-0027

## Scope of Bid

Provide a minimum of thirty (30), but not to exceed forty (40), side loader 31-yard refuse trucks with RFID Tag readers installed on the trucks.

## March 2, 2022

1. Stretcher Preventative Maintenance for Fire \& EMS Dept (Annual Contract) - RFB No. 22-0029
Scope of RFB
Upon notification by Columbus Fire and EMS, the successful vendor shall provide preventive maintenance service on an annual basis for the department stretchers, stair chairs and cot fastening systems, to include future implementation of the Stryker powerload system. Costs for labor for repairs outside of preventive maintenance shall include price listing of replacement parts related to the stretchers, stair chairs and cot fastening systems, both manual and powerload.

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

## March 4, 2022

1. Supplemental EMS Coverage (Annual Contract) - RFP No. 22-0022

Scope of RFP
Columbus Consolidated Government, on behalf of the Columbus Fire and Emergency Medical Services Department, is requesting proposals for supplemental EMS coverage on a continual basis.

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

## 2. Management Services for Juvenile Justice Incentive Grant (Annual Contract) - RFP No. 22-0024 <br> Scope of RFP

Consolidated Government seeks proposals from experienced governmental Management Entities (ME) to develop and oversee an evidence-based continuum of care within Muscogee County. This continuum of care will reduce recidivism by addressing the criminogenic needs of youth under the custody and/or supervision of the Court and by strengthening family supports. The services shall commence on July 1, 2022.

## CLERK OF COUNCIL'S AGENDA

## ENCLOSURES - ACTION REQUESTED

1. Resolution cancelling the March 1, 2022 and April 5, 2022 Proclamation Sessions.
2. Travel Authorization Request for Councilor Toyia Tucker to attend the 2022 ACCG's Legislative Breakfast.
3. Letter from Susan McWhirter, Chairperson Board of Trustees advising that the Medical Center Hospital Authority voted to elect Mr. Rodney Mahone to fill the unexpired term of Dr. Michael Gorum. (The Council may confirm this appointment.)

## 4. Minutes of the following boards:

Board of Tax Assessors, \#01-22 and \#02-22
Building Authority, October 13 and November 4, 2021
Columbus Golf Authority, January 25, 2022
Housing Authority of Columbus, December 15, 2021
Mayor's Commission on Reentry, January 20, 2022
Public Safety Advisory Commission, December 16, 2021
River Valley Regional Council, November 27, 2021

## BOARD APPOINTMENTS- ACTION REQUESTED:

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

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

Akear Mewborn (Mayor's Appointment)
Does not desire reappointment
Term Expires: March 1, 2022

These are four-year terms. Board meets monthly.
Women: 6
Senatorial District 15: 5
Senatorial District 29: 5

## B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Rev. Joseph Baker
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

Christy Lemieux
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

## Tricia Llewellyn Konan

(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

Mayor Henderson is nominating Ms. Tamika McKenzie to fill the seat of Tricia Llewellyn Konan.

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

Women: 8
Senatorial District 15: 9
Senatorial District 29: 4

## C. CRIME PREVENTION BOARD:

## Lane Jimmerson

(Mayor's Appointment)
Eligible to succeed
Term Expires: March 31, 2022

## LaRae Moore

(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 31, 2022

Joseph M. LaBranche
(Mayor's Appointment)
(Fort Benning Liaison)
Not Eligible to succeed
Term Expires: March 31, 2022
Mayor Henderson is nominating Danny Arencibia for the seat of Ms. LaRae Moore.
These are three-year terms. Board meets monthly.

Women: 4
Senatorial District 15: 2
Senatorial District 29: 5

## 6. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. BOARD OF ZONING APPEALS: Mr. Shaun Roberts was nominated to serve another term of office. (Councilor Woodson's nominee) Term expires: March 31, 2025
B. BUILDING AUTHORITY OF COLUMBUS: Ms. Olive Vidal-Kendall was nominated to serve another term of office. (Councilor Huff's nominee) Term expires: March 24, 2024
C. BUILDING AUTHORITY OF COLUMBUS: Mr. Christopher Smith was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: March 24, 2024
D. HISTORIC \& ARCHITECTURAL REVIEW BOARD: Mr. Alex Griggs was nominated to serve another term of office as the (Architect Representative). (Mayor Pro Tem Allen's nominee) Term expires: January 31, 2025
E. PERSONNEL REVIEW BOARD: Mr. Willie Belfield, Jr. was nominated to succeed Ms. Tracy Walker as the (Alternate Member Two). (Councilor Tucker's nominee) Term expires: December 31, 2024
F. PLANNING ADVISORY COMMISSION: Mr. Larry Derby was nominated to serve another term of office. (Councilor Woodson's nominee) Term expires: March 31, 2025
G. PLANNING ADVISORY COMMISSION: Mr. Ralph King was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: March 31, 2025

## 7. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. ANIMAL CONTROL ADVISORY BOARD:

Dr. Rene LeFranc
Open for Nominations
Resigned
(Council's Confirmation)
Veterinary Association
Term Expired: October 15, 2019

The Veterinary Association has submitted Dr. Scott McDermott to fill the unexpired term of Dr. Rene LeFranc.
8. COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

## A. CIVIC CENTER ADVISORY BOARD:

## Spencer Cantrell

(District 2- Davis)
Eligible to serve another term
Term Expires: March 1, 2022

Roeaster Coles
(District 3-Huff)
Not Eligible to serve another term
Term Expires: March 1, 2022

These are three-year terms. Board meets every other month.

## B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

## Tamika McKenzie

(District 5- Crabb)
(No longer resident of CD5)
Term Expires: March 27, 2022

## John Partin

(District 6- Allen)
Eligible to succeed
Term Expires: March 27, 2022

## Barbara Chambers <br> (District 1- Barnes)

Not Eligible to succeed
Term Expires: March 27, 2022

Johnson Trawick
(District 8-Garrett)
Not Eligible to succeed
Term Expires: March 27, 2022

Danny Arencibia- Nominating Evan Collins (District 10-House)
Not Eligible to succeed
Term Expires: March 27, 2022

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

## C. RECREATION ADVISORY BOARD:

## Lonnie Boyd

(District 1- Barnes)
Seat declared vacant
Term Expires: December 31, 2025

## Latshia Stephens-Archibald

(District 3- Huff)
Seat declared vacant
Term Expired: December 31, 2023

These are five-year terms. Board meets monthly.
9. COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:
A. ANIMAL CONTROL ADVISORY BOARD:

## Lindsay Ellis

Open for Nominations
No longer a resident
(Council's Appointment)
Term Expires: October 15, 2023

These are two-year terms. Board meets as needed.

Women: 7
Senatorial District 15: 3
Senatorial District 29: 5

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

## Harry Underwood

Does not desire reappointment
Term Expires: March 1, 2022

Rose Spencer
Not Eligible to serve another term
Term Expired: March 1, 2021

SarahAnn Arcila
Resigned
Term Expires: March 1, 2024

These are four-year terms. Board meets monthly.

Women: 6
Senatorial District 15: 5
Senatorial District 29: 5

Open for Nominations
(Council's Appointment)

Open for Nominations
(Council's Appointment)

Open for Nominations
(Council's Appointment)

## C. HISTORIC \& ARCHITECTURAL REVIEW BOARD:

Brian Luedtke
(Historic District Preservation Society)
Eligible to succeed
Term Expired: January 31, 2022

## Cathy Williams

(Historic Columbus Foundation)
Not Eligible to succeed
Term Expired: January 31, 2022
William Bray
(Columbus Homebuilders Assoc.)
Not Eligible to succeed
Term Expired: January 31, 2022
Councilor Woodson is nominating Toney Johnson to succeed Cathy Williams as the Historic Columbus Foundation representative.

These are three-year terms. Board meets monthly.

Women: 6
Senatorial District 15: 10
Senatorial District 29: 1

## D. PERSONNEL REVIEW BOARD:

## Darlene Small

(Alternate Member 3)
Not Eligible to succeed
Term Expired: December 31, 2021

Dr. Shanita Pettaway
(Alternate Member 5)
Resigned
Term Expires: December 31, 2022

Page 14 of 15

- Page 14 -

Tern Expirs: Decenbe 31,2022

Open for Nominations
(Council's Appointment)

Open for Nominations
(Council's Appointment)
(Councirs Appoitment)

The terms are three years. Board meets monthly.
Women: 3
Senatorial District 15: 5
Senatorial District 29: 3

## E. PLANNING ADVISORY COMMISSION:

Dr. Xavier McCaskey<br>Open for Nominations<br>Eligible to succeed<br>(Council's Appointment)<br>Term Expires: March 31, 2022<br>The terms are three years. Board meets twice a month.<br>Women: 3<br>Senatorial District 15: 5<br>Senatorial District 29: 3

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

## File Attachments for Item:

1. Approval of minutes for the January 25, 2022 Council Meeting.

# COUNCIL OF COLUMBUS, GEORGIA <br> CITY COUNCIL MEETING <br> MINUTES 

Council Chambers
January 25, 2022
C. E. "Red" McDaniel City Services Center- Second Floor 3111 Citizens Way, Columbus, GA 31906

Regular Meeting

MAYOR'S AGENDA

PRESENT: Mayor B. H. "Skip" Henderson, III, and Mayor Pro Tem R. Gary Allen and Councilors Jerry "Pops" Barnes (via Microsoft Teams), Charmaine Crabb, Glenn Davis, R. Walker Garrett, John M. House, Bruce Huff (arrived at 5:33 p.m.), Judy W. Thomas, Toyia Tucker and Evelyn "Mimi" Woodson (arrived at 5:34 p.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

The following documents were distributed to the members of Council: (1) Special Exception Request - 405 Broadway Presentation; (2) American Youth Arts Society Information Packet; (3) American Rescue Plan Presentation; (4) American Rescue Plan (ARP) Grants Presentation; (5) 2021 Columbus Districting Presentation; (6) Legacy Terrace Presentation; (7) Synovus Update Presentation

CALL TO ORDER: Mayor B.H. "Skip" Henderson, III, Presiding
INVOCATION: Offered by Dr. Walter Taylor at The Life Center Columbus, Ga of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

## MINUTES

1. Approval of minutes for the January 11, 2022 Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Woodson being absent for the vote.

## UPDATE:

2. An update on COVID-19

Mayor B. H. Skip" Henderson gave an update on COVID-19 and the impact it is having on the community. He explained we are still facing challenges especially in the hospitals, with there being 187 currently hospitalized with COVID. He stated there is still a requirement for masks to be worn inside local government buildings not only to protect the employees and the citizens visiting, but to allow services to continue to be made available for the community. He explained if employees are required to quarantine, then it makes it more difficult to provide the services rendered by their respective departments.

## PROCLAMATION:

## 3. PROCLAMATION: RECEIVING: Arnold Magnet Academy

Councilor Toyia Tucker read the proclamation into the record, proclaiming the week of January 24 through 28, 2022 as The Great Kindness Challenge Week, recognizing Arnold Magnet Academy for their dedication to promoting kindness and unity amongst the students in the Muscogee County School District.

## CITY ATTORNEY'S AGENDA

## ANNOUNCEMENT:

City Attorney Clifton Fay announced the rezoning ordinances for 6500 Lynch Road and 877 Farr Road is delayed until the meeting scheduled for February 22, 2022.

## RESOLUTIONS

8. Resolution (018-22): A Resolution of the Council approving a Resolution adopted by the Columbus Building Authority authorizing the issuance of its lease revenue bonds in accordance with a request of the Council contained in its Resolution No.; to ratify the actions of the Authority approving the best bids for the bonds; to reaffirm authorization for the Mayor to transfer the property to the Authority and to execute the lease; to reaffirm the provisions of Resolution No. 331-21 which are not in conflict herewith; to authorize the Mayor and other officials of Columbus to take such further actions as are necessary to provide for the issuance and delivery of the bonds; and for other purposes.(Request of the Columbus Building Authority) Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

Deputy City Manager Pam Hodge approached the rostrum to introduce the guests Doug Gebhardt from Davenport \& Company LLC. and bond attorneys Jim and John Parnell.

Vice President Doug Gebhardt came forward to provide an update on the bond issue for the purchase of Synovus buildings. He explained the Columbus Consolidated Government secured such a good rate based on the credit ratings received from the national rating agencies, Moody's with a rating of Aa 2 and $\mathrm{S} \& \mathrm{P}$ with a rating of $\mathrm{AA}+$, both of which are right under the best rating possible. He stated the bid went out that morning and ten bids were received, with the bid being awarded to Raymond James \& Associated, Inc. at a $1.40 \%$ interest rate.

## ORDINANCES

1. Ordinance (22-004) - 2nd Reading- REZN-10-21-2007: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at $\mathbf{6 1 0 0}$ Whitesville Road (parcel \# 189-026-003) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District with conditions. (Planning Department recommends conditional approval, PAC recommends approval) (as amended) (Councilor Davis) Councilor Davis made a motion to amend the ordinance to add the following condition: 1) The principal use of the subject property shall be limited to auto/truck sales, new and/or used; if such ever ceases, then the rezoning classification of the subject property shall automatically revert, without the need to rezone, to Neighborhood Commercial (NC) and
any uses allowed under NC zoning classification shall be deemed legal and confirming uses for said property; 2) No more than 25 vehicles for sale shall be physically present on the property, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present. Mayor Pro Tem Allen then made a motion to adopt the ordinance as amended, seconded by Councilor Davis and carried unanimously by the ten members present.
2. 2nd Reading- REZN-11-21-2094: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at $\mathbf{1 1 6 3}$ Henry Avenue (parcel \# 184-024-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Delayed until 2-8-22) (Councilor Huff) Councilor Huff made a motion to delay this item for two weeks, seconded by Councilor Crabb and carried unanimously by the ten members present.

Councilor Bruce Huff requested a delay on the rezoning ordinance to allow additional time for the applicant and residents of the surrounding area to discuss concerns and possible solutions.
3. Ordinance (22-005) - 2nd Reading- REZN-11-21-2097: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 323 16th Street (parcel \# 017-012-004) from LMI (Light Manufacturing / Industrial) and GC (General Commercial) Zoning District to UPT (Uptown) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Woodson) Councilor Woodson made a motion to adopt the ordinance, seconded by Councilor Tucker and carried unanimously by the ten members present.
4. 2nd Reading- An Ordinance amending Article VII of Chapter 13 of the Columbus Code to add a new Section 13-172.2 to establish requirements for disposing of solid waste removed pursuant to an eviction; and for other purposes. (Councilor Crabb) Councilor Crabb made a motion to delay this item for sixty days, seconded by Councilor Woodson and carried unanimously by the ten members present.

Councilor Charmaine Crabb explained she is requesting a delay for sixty days on the $2^{\text {nd }}$ Reading of this ordinance. She explained the request is to allow them time to address the concerns and suggestions submitted by citizens regarding this issue.
5. 1st Reading- An Ordinance granting to Liberty Utilities (Peach State Natural Gas) Corp., its successors and assigns, a franchise to provide the consolidated government of Columbus, Muscogee County, Georgia, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the consolidated government of Columbus, Muscogee County, Georgia; and for other purposes. (Mayor Pro Tem)

Finance Director Angelica Alexander approached the rostrum to provide information on the ordinance. She explained the purpose of the ordinance is to establish a franchise agreement to provide natural gas services to the Columbus, Muscogee County area and to allow the franchise access to the city's right-of-way. She stated adoption of this ordinance would allow the execution of a ten-year agreement, with two five-year renewal options.
6. 1st Reading- An Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities. (Budget Review Committee)

Finance Director Angelica Alexander provided an explanation for the mid-year budget amendment for FY22. She explained this amendment incorporates carryover items and budget overages from the previous fiscal year that was not included in the current budget.

## CITY MANAGER'S AGENDA

## 5. UPDATES AND PRESENTATIONS

F. Special Exception Update - Rick Jones, Planning Director

Planning Director Rick Jones approached the rostrum to give a presentation, providing general information on special exceptions and the process applicants must follow for their requests to come before Council. He explained the special exception use must meet certain criteria set in the resolution that approves it, such as access, traffic and pedestrian safety, adequacy of public facilities, protection for adverse effects, hours of operation, and compatibility. (NOTE: This update was called up as the next order of business as listed on the City Manager's Agenda Item 5 " $F$ ")

## CITY ATTORNEY'S AGENDA (continued)

## RESOLUTIONS (continued)

7. Resolution (019-22) - EXCP-11-21-2096: A Resolution authorizing a special exception to operate a restaurant located at 405 Broadway. (Planning Department and PAC recommend approval.) (Continued from 1-11-22) (Councilor Woodson) Councilor Woodson made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the ten members present.

Ms. Renata Martoni (Applicant) came forward to speak on the requested special exception use. She explained the property is planned to be used as a restaurant as it has been in the past. She stated she and her husband are excited to become a part of Columbus by bringing this property back to life for the members of the community to enjoy.

Mr. Fred Greene came forward to express his support for the special exception as a resident on Broadway. He stated many residents of the area walk by the property located at 405 Broadway, and reminisce on what the property used to bring to the community years ago when it was a restaurant.

Mr. Jason McKenzie came forward to express his support for the special exception as a resident on Broadway and a business owner in Uptown. He explained his love for Columbus and his excitement to see a family from another state come and invest in our community.

Ms. Debbie Young came forward to express her support for the special exception as a resident on Broadway. She explained the transformation of the Historic District with the development of Uptown and how the current family-oriented feel of the neighborhood is an asset.

Ms. Jennifer Lamb came forward to express her support for the special exception as a resident of the Historic District on $3^{\text {rd }}$ Avenue. She expressed her regret that other restaurants were not able to recover from the financial impact from the COVID-19 Pandemic, and her hope to see more restaurants come to the Historic District.

## PUBLIC AGENDA

1. Mr. Lyndon Burch, representing The American Youth Arts Society, Re: Commendations for supporting the Marcus Garvey that was filmed in Columbus and to introduce the Shoot Film Not Guns Anti-Bullying / Stop the Violence Youth Initiative.
2. Mr. Jerome Lawson, Re: An exclusive look at the rights of tenants and the conduct of landlords. Not Present
3. Mr. Jack Rosenhammer, representing Columbus Hockey Association, Re: Request to move Judicial Proceedings from the Columbus Ice Rink.

Civic Center Director Rob Landers approached the rostrum to respond to the presentation given by Mr. Rosenhammer. He explained they have worked closely with the leaders of the Columbus Hockey Association while the Columbus Ice Rink has been used for judicial proceedings. He explained the courts have identified another venue that they hope to be moving to soon. He also provided information on the additional programming that is being brought to the Columbus Ice Rink in the future.
4. Mr. Jon Weddington, Re: Ordinance amending Article VII of Chapter 13 of the Columbus Code to add a new Section 13-172.2 puts more burden on landlords. Not Present
5. Mr. Byron Hickey, Re: Community concerns.

Councilor Toyia Tucker expressed her concerns regarding the resolution passed at the last meeting regarding the South Columbus River District Tax Allocation Fund Grant for the Elliott's Walk Project. She stated it concerns her that several members of Council requested for the item to be pulled, yet it was still presented, and a vote was requested.

City Manager Isaiah Hugley responded by stating there was no motion made to delay the item. He explained he would have staff go back to verify whether a motion was made.

Councilor Glenn Davis stated he is disappointed and feels like the members of Council were not shown the respect they deserve. He explained this item was rushed, which puts Council in a vulnerable position where they do not have the opportunity to fully understand what they were being asked to approve.

Mayor B. H. "Skip" Henderson stated the City of Columbus employs a City Attorney for his knowledge and guidance. He explained as the Mayor, he looks to the City Attorney for guidance and holds him accountable for that guidance.
6. Ms. Nadine Moore, representing Women of East Wynnton, Re: Communications related to City Charter and The limitation to address the same topic(s) of discussion once every sixty (60) days. Not Present

Councilor Bruce Huff briefly explained that Ms. Nadine Moore was not able to be present today but would reschedule her appearance.

## CITY MANAGER'S AGENDA

1. Quit Claim Deed to $216 \mathbf{1 3}^{\text {th, }}$ LLC for Construction and Maintenance of Slopes at $\mathbf{1 5 2 0} \mathbf{5}^{\text {th }}$ Avenue

Resolution (020-22): A resolution of the Council of Columbus, Georgia, authorizing the City Manager of Columbus, Georgia to execute a quit claim deed to $21613^{\text {th }}$, LLC, for the two easements for construction and maintenance of slopes, filed in Deed Book 4873, pages 101 through 104 in the Office of the Clerk of Superior Court. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## 2. Lease Agreement - $501 \mathbf{1 2}^{\text {th }}$ Street -The Pizza Box LLC

Resolution (021-22): A resolution authorizing the City Manager to execute a lease with the Pizza Box LLC to lease parking spaces at city owned $50112^{\text {th }}$ Street, Columbus, Georgia 31901. Councilor Huff made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

## 3. First Lease Amendment - 5601 Veterans Parkway - Columbus Department of Public Health

Resolution (022-22): A resolution authorizing the City Manager to execute a lease amendment with the Columbus Department of Public Health to amend the lease of additional exterior space on the property located at 5601 Veterans Parkway, Columbus, Georgia 31904. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## 4. PURCHASES

## A. Sports/Uniform Active Apparel (Annual Contract) - RFB No. 22-0002

Resolution (023-22): A resolution authorizing the purchase of sports/uniform active apparel, on an "as needed" basis, from Ad-Wear \& Specialty of Texas, Inc. (Houston, TX), for the estimated contract value of $\$ 170,937.00$ and LAG Sports \& Leather Wear (Augusta, GA) for the estimated contract value of $\$ 18,064.30$; for the total estimated annual contract value of $\$ 189,00.30$. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.
B. METRA Adopt-A-Stop Signs (Annual Contract) - RFB No. 22-0021

Resolution (024-22): A resolution authorizing the purchase of Adopt-A-Stop Signs from Osburn Associates, Inc. (Logan, OH) for METRA Transit System for the estimated contract value of \$936.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.
C. Basketball Uniforms for Parks \& Recreation Leagues (Annual Contract) - RFB No. 220013

Resolution (025-22): A resolution authorizing the purchase of basketball uniforms for Parks \& Recreation leagues, on an "as needed" basis, from Ad-Wear \& Specialty of Texas, Inc. (Houston, TX), for the estimated contract value of $\$ 8,468.70$. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## D. Membership Dues for Georgia Municipal Association

Resolution (026-22): A resolution authorizing payment to Georgia Municipal Association (GMA), in the amount of $\$ 41,921.64$, for 2022 membership dues for the City of Columbus, Georgia. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## E. Commercial Washer Extractor for the Jail - Federal GSA Cooperative Purchase

Resolution (027-22): A resolution authorizing the purchase of a washer extractor from Milnor (Kenner, LA) in the amount of $\$ 26,255.13$ via Federal GSA Contract \# 47QSWA18D009F. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## F. Amendment 1 for Asbestos Abatement for Former Georgia State Farmers Market - RFP No. 22-0001

Resolution (028-22): A resolution authorizing the execution of Amendment 1 with W. T. Miller, LLC (Midland, GA) in an amount not to exceed $\$ 34,000.00$ for the Asbestos Abatement Project for the former Georgia State Farmers Market. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## G. Comprehensive Camera System/Phase I - Federal GSA Cooperative Purchase and Annual Contract

Resolution (029-22): A resolution authorizing the purchase of Phase I of the comprehensive camera system from AdaptToSolve, Inc., (LaGrange, GA) in the amount of $\$ 3,235,395.50$, via Federal GSA Contract \#GS-07F-0482W and via the vendor's annual contract with the City, PA16-0006, for security surveillance equipment \& maintenance. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

## 5. UPDATES AND PRESENTATIONS

## A. American Rescue Plan Update - Pam Hodge, Deputy City Manager

Deputy City Manager Pam Hodge approached the rostrum to provide an update on the American Rescue Plan (ARP) Act of 2021. She explained we were allocated $\$ 78,482,038$ as a city and county, with $\$ 39,241,019$ received, and the remaining balance anticipated to be distributed over the next twelve months.

Deputy City Manager Lisa Goodwin came forward to respond to a question asked by Councilor Thomas. She explained the garbage cans for household waste and yard waste needed for the automated waste pickup will be distributed to all citizens, and there is no need for citizens to submit a request.

## ANNOUNCEMENT:

Mayor Henderson announced that Mr. Russ Carreker passed away on today. He pointed out that Mr. Carreker has left his print all over this community and asked that everyone keep his family in your prayers.
B. Small Business/Non-Profit/Tourism ARP Update - Robert Scott, Community Reinvestment Director

Community Reinvestment Director Robert Scott approached the rostrum to provide a presentation on the accessibility of American Rescue Plan (ARP) grant funding. He said there are various grant programs available online; such as, the Small Business Grant Program, Hospitality/Tourism Grant Program, and the Non-Profit Grant Program. He explained all three grant programs are reimbursable expenses for costs associated with space, utilities, and operational retrofitting. He then provided the application requirements for each grant program.

## C. Redistricting Update- Pam Hodge, Deputy City Manager

Deputy City Manger Pam Hodge came forward to provide an update on the redistricting lines that were received from the Georgia General Assembly's Legislative and Congressional Reapportionment Office. She stated the 2020 Census recognized the population at 199,814, making the ideal population of each of the eight districts at approximately 24,977 . She explained the technical adjustments recommended from the Reapportionment Office were to avoid precinct split on a difficult geographic feature, avoid voter anonymity issue, and use of consistent geography. She stated the two main differences is where the Columbus Airport was moved from District 5 to District 8 and Midland Commons being moved from District 6 to District 5.

Assistant City Attorney Lucy Sheftall came forward to explain the districting line submitted by the State of Georgia is part of new legislation that was not in place ten years ago. She explained the technical review is now part of the process with the Georgia General Assembly having to adopt a local act approving the districts, but the plan must have the seal of approval from the Legislative and Congressional Reapportionment Office. She stated since there will not be six months between the approval of the new districting lines and the election in May, the new lines will not be used for the upcoming elections based on the Charter of Columbus, Georgia.

Elections \& Registration Director Nancy Boren approached the rostrum to explain the Muscogee County School District will be elected under their new district lines since they do not have the sixmonth requirement that CCG does under the Charter. She said this means it could pose difficulties for qualifying candidates and the fact that Council Districts and School District may not match.

## REFERRAL(S):

## FOR THE CITY MANAGER:

- Reach out to the Reapportionment Office regarding Midland Commons being removed from District 6. (Request of Mayor Pro Tem Allen)
- Reach out to the Reapportionment Office regarding the Columbus Airport being removed from District 5. (Request of Councilor Crabb)


## D. Legacy Terrace Update - Robert Scott, Community Reinvestment Director

Community Reinvestment Director Robert Scott came forward to provide an update on the maintenance needs of Legacy Terrace. He explained Legacy Terrace is located at $8019^{\text {th }}$ Street and was constructed in 2006 with HUD HOME Funds; it is managed by the Housing Authority. He explained the property needs termite abatement, which approval will be requested at an upcoming meeting to take care of these services.
E. Synovus Update - Pam Hodge, Deputy City Manager

Deputy City Manager Pam Hodge approached the rostrum to provide an update on the maintenance and timeline for the relocation of offices. She explained the projected timeline includes design completion in June 2022, renovations for Uptown Center and Bradley Building between August 2022 and March 2023, relocation of Government Center Offices in March 2023, renovation of the Main Office between August 2023 and March 2024, and the relocation of the remaining CCG offices in March 2025.

## REFERRAL(S):

## FOR THE DEPUTY CITY MANAGER:

- Take a look at the recent resurfacing of Bunker Hill Road. There has been report of cracks, etc. (Request of Councilor Huff)
F. Special Exception Update - Rick Jones, Planning Director
(NOTE: This update, as provided by Planning Director Rick Jones, was called upon earlier in the meeting during the City Attorney's Agenda.)


## BID ADVERTISEMENT

## January 26, 2022

1. Radar Certification for Public Safety Departments (Annual Contract) - RFB No. 220023
Scope of Bid
Provide radar re-certification services for the 430 radars and 25 speed lasers currently installed in the Columbus Consolidated Government Public Safety Department Fleet.

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

## January 28, 2022

1. Psychological Assessment Services for Muscogee County Sheriff's Office (Annual Contract) - RFP No. 22-0018

## Scope of RFP

Columbus Consolidated Government, on behalf of the Muscogee County Sheriff's Office, requests proposal submissions from qualified consultants or firms with professional experience and expertise in developing and administering test procedures and interviews for conducting professional psychological assessment program services.

The contract term shall be for two years with the option to renew for three additional twelvemonth periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.
2. Emergency Clean-Up and Debris Removal (Annual Contract) - RFP No. 22-0015 Scope of RFP
The Columbus Consolidated Government (The City) is requesting qualified firms to submit proposals to provide services for emergency clean-up and removal of debris that may result from natural (storms, fallen trees, etc.) or man-made disasters (terrorism, remnants of destroyed buildings, etc.) on an "as needed" basis.

The contract term shall be for two years with the option to renew for three additional twelvemonth periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.
February 2, 2022

1. Fencing Materials (RE-BID) (Annual Contract) - RFB No. 22-0024

Scope of RFB
Provide chain link fences, barbed wire, corner posts and other fencing materials to the Public Works and Parks \& Recreation Departments. The items will be procured on an "as needed" basis. The contract term will be for two (2) years with the option to renew for three additional twelve-month periods.

## February 9, 2022

1. Bus Vacuum System - RFB No. 22-0012

## Scope of Bid

Seeking vendor to furnish a bus vacuum system for use by the Department of Transportation/METRA in the Lower Shop. The successful vendor will be required to remove the existing bus vacuum system before installing the new unit.

## February 11, 2022

1. Real Estate Appraisal Services (Annual Contract) - RFP No. 22-0018 Scope of RFP
Provide real estate appraisal services on an "as needed" basis for various projects involving land acquisition and disposition services for Columbus Consolidated Government.

The contract term shall be for one year with the option to renew for four additional twelvemonth periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

## CLERK OF COUNCIL'S AGENDA

## ENCLOSURES - ACTION REQUESTED

1. Email Correspondence from Ryan McCann- Parks \& Recreation Department requesting that the seat of Mr. Lonnie Boyd (District 1 Representative) be declared vacant due to a lack of attendance. Councilor Woodson made a motion to declare the seat as vacant, seconded by Councilor Crabb and carried unanimously by the nine members present, with Mayor Pro Tem Allen being absent for the vote.
2. Email Correspondence from Contreana Pearson- Interim Division Manager (Special Enforcement) advising that Ms. Lindsay Ellis is no longer a resident of Muscogee County. (The Council may declare the seat vacant.) Councilor Crabb made a motion to declare the seat as vacant, seconded by Councilor Woodson and carried unanimously by the ten members present.
3. Minutes of the following boards:

Animal Control Advisory Board, September 14, 2021
Board of Tax Assessors, \#44-21
Development Authority, November 4 and December 2, 2021
New Horizons BH/ MH/ AD and DD- Community Service Bd, November 10, 2021
Pension Fund, Employees' Board of Trustees, August 11, 2021
Public Safety Advisory Commission, December 16, 2021

Councilor Woodson made a motion to receive the minutes of various boards, seconded by Councilor Tucker and carried unanimously by the ten members present.

## BOARD APPOINTMENTS - ACTION REQUESTED:

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

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

A nominee for the seat of Akear Mewborn (Does not desire reappointment) for a term expiring on March 1, 2022, on the Commission on International Relations \& Cultural Liaison Encounters (Mayor's Appointment). There were none.

## B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

A nominee for the seat of Reverend Joseph Baker (Not eligible to succeed) for a term expiring on March 27, 2022, on the Community Development Advisory Council (Mayor's Appointment). There were none.

A nominee for the seat of Christy Lemieux (Not eligible to succeed) for a term expiring on March 27, 2022, on the Community Development Advisory Council (Mayor's Appointment). There were none.

A nominee for the seat of Tricia Llewellyn Konan (Not eligible to succeed) for a term expiring on March 27, 2022, on the Community Development Advisory Council (Mayor's Appointment). There were none.

## C. CRIME PREVENTION BOARD:

A nominee for the seat of Dr. Angela Vickers (Eligible to succeed - Interested in serving another term) for a term expiring on March 31, 2022, as a representative of the Education Community on the Crime Prevention Board (Mayor's Appointment). Mayor Henderson nominated Dr. Angela Vickers to succeed herself. Councilor Woodson made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

A nominee for the seat of Patricia A. Flora (Eligible to succeed - Interested in serving another term) for a term expiring on March 31, 2022, as a representative of Senatorial District 29 on the Crime Prevention Board (Mayor's Appointment). Mayor Henderson nominated Patricia A. Flora to succeed herself. Councilor Woodson made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

A nominee for the seat of Marcus Gibson (Eligible to succeed - Interested in serving another term) for a term expiring on March 31, 2022, as a representative of Senatorial District 15 on the Crime Prevention Board (Mayor's Appointment). Mayor Henderson nominated Marcus Gibson to succeed himself. Councilor Woodson made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

A nominee for the seat of Lane Jimmerson (Eligible to succeed) for a term expiring on March 31, 2022, on the Crime Prevention Board (Mayor's Appointment). There were none.

A nominee for the seat of LaRae Moore (Not eligible to succeed) for a term expiring on March 31, 2022, on the Crime Prevention Board (Mayor's Appointment). There were none.

A nominee for the seat of Joseph M. LaBranche (Not eligible to succeed) for a term expiring on March 31, 2022, as the Fort Benning Liaison on the Crime Prevention Board (Mayor's Appointment). There were none.

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

## A. CIVIC CENTER ADVISORY BOARD:

A nominee for the seat of Danielle Edwards (Eligible to serve another term) for a term expiring on March 1, 2022, as the District 1 Representative on the Civic Center Advisory Board (District 1 Barnes). Councilor Barnes nominated Danielle Edwards to succeed herself. Councilor House made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

A nominee for the seat of Spencer Cantrell (Eligible to serve another term) for a term expiring on March 1, 2022, as the District 2 Representative on the Civic Center Advisory Board (District 2 Davis). There were none.

A nominee for the seat of Nicole Adderley (Eligible to serve another term - Interested in serving another term) for a term expiring on March 1, 2022, as the District 7 Representative on the Civic Center Advisory Board (District 7 - Woodson). Councilor Woodson nominated Nicole Adderley to succeed herself. Councilor Woodson then made a motion for confirmation, seconded by Councilor House and carried unanimously by the ten members present.

A nominee for the seat of Roeaster Coles (Not eligible to serve another term) for a term expiring on March 1, 2022, as the District 3 Representative on the Civic Center Advisory Board (District 3 Huff). There were none.

A nominee for the seat of Stan A. Stovall, Sr. (Not eligible to serve another term) for a term expiring on March 1, 2022, as the District 4 Representative on the Civic Center Advisory Board (District 4 Tucker). Councilor Tucker nominated Terrance Little, Sr. to succeed Stan A. Stovall, Sr. Councilor Woodson made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

A nominee for the seat of Olivia Pennington (Not eligible to serve another term) for a term expiring on March 1, 2022, as the District 8 Representative on the Civic Center Advisory Board (District 8 Garrett). Councilor Garrett nominated Johnson Trawick to succeed Olivia Pennington. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor House and carried unanimously by the ten members present.

## B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

A nominee for the seat of Chris G. Poirer (Eligible to serve another term - Interested in serving another term) for a term expiring on March 27, 2022, as the District 2 Representative on the Community Development Advisory Council (District 2 - Davis). Councilor Davis nominated Chris G. Poirer to succeed himself. Councilor Davis made a motion for confirmation, seconded by Councilor Woodson and carried unanimously by the ten members present.

A nominee for the seat of Virginia Dickerson (Eligible to serve another term) for a term expiring on March 27, 2022, as the District 3 Representative on the Community Development Advisory Council (District 3 - Huff). Councilor Huff nominated Virginia Dickerson to succeed herself. Councilor Huff then made a motion for confirmation, seconded by Councilor Woodson and carried unanimously by the ten members present.

A nominee for the seat of Tracy Belt (Eligible to serve another term - Interested in serving another term) for a term expiring on March 27, 2022, as the District 4 Representative on the Community Development Advisory Council (District 4 - Tucker). Councilor Tucker nominated Tracy Belt to succeed herself. Councilor Tucker then made a motion for confirmation, seconded by Councilor Woodson and carried unanimously by the ten members present.

A nominee for the seat of Tamika McKenzie (Eligible to serve another term) for a term expiring on March 27, 2022, as the District 5 Representative on the Community Development Advisory Council (District $5-C r a b b$ ). Councilor Crabb nominated Tamika McKenzie to succeed herself. Councilor Crabb then made a motion for confirmation, seconded by Councilor Woodson and carried unanimously by the ten members present.

A nominee for the seat of John Partin (Eligible to serve another term) for a term expiring on March 27, 2022, as the District 6 Representative on the Community Development Advisory Council (District 6 - Mayor Pro Tem Allen). There were none.

A nominee for the seat of Mary B. Garcia (Eligible to serve another term - Interested in serving another term) for a term expiring on March 27, 2022, as the District 7 Representative on the Community Development Advisory Council (District 7 - Woodson). Councilor Woodson nominated Mary B. Garcia to succeed herself. Councilor Woodson then made a motion for confirmation, seconded by Councilor House and carried unanimously by the ten members present.

A nominee for the seat of Sendreka Lakes (Eligible to serve another term - Interested in serving another term) for a term expiring on March 27, 2022, as the District 9 Representative on the Community Development Advisory Council (District 9 - Thomas). Councilor Thomas nominated Sendreka Lakes to succeed herself. Councilor Thomas then made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the ten members present.

A nominee for the seat of Barbara Chambers (Not eligible to succeed) for a term expiring on March 27, 2022, as the District 1 Representative on the Community Development Advisory Council (District 1 - Barnes). There were none.

A nominee for the seat of Johnson Trawick (Not eligible to succeed) for a term expiring on March 27, 2022, as the District 8 Representative on the Community Development Advisory Council (District 8 - Garrett). There were none.

A nominee for the seat of Barbara Chambers (Not eligible to succeed) for a term expiring on March 27, 2022, as the District 1 Representative on the Community Development Advisory Council (District 1 - Barnes). There were none.

A nominee for the seat of Johnson Trawick (Not eligible to succeed) for a term expiring on March 27, 2022, as the District 8 Representative on the Community Development Advisory Council (District 8 - Garrett). There were none.

A nominee for the seat of Danny Arencibia (Not eligible to succeed) for a term expiring on March 27, 2022, as the District 10 Representative on the Community Development Advisory Council (District 10 - House). There were none.

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

## A. BOARD OF ZONING APPEALS:

A nominee for the seat of Shaun Roberts (Eligible to serve another term - Interested in serving another term) for a term that expires on March 31, 2022, on the Board of Zoning Appeals (Council's Appointment). Councilor Woodson nominated Mr. Shaun Roberts to serve another term of office.

## B. BUILDING AUTHORITY OF COLUMBUS:

A nominee for the seat of Olive Vidal-Kendall (Eligible to serve another term) for a term that expires on March 24, 2022, on the Building Authority of Columbus (Council's Appointment). Councilor Huff nominated Ms. Olive Vidal-Kendall to serve another term of office.

A nominee for the seat of Christopher Smith (Eligible to serve another term - Interested in serving another term) for a term that expires on March 24, 2022, on the Building Authority of Columbus (Council's Appointment). Mayor Pro Tem Allen nominated Mr. Christopher Smith to serve another term of office.

## C. COMMISSION ON INTERNATIONAL RELATIONS \& CULTURAL LIAISON ENCOUNTERS (CIRCLE):

A nominee for the seat of Harry Underwood (Does not desire reappointment) for a term that expires on March 1, 2022, on the Commission on International Relations \& Cultural Liaison Encounters (Council's Appointment).

A nominee for the seat of Rose Spencer (Not Eligible to serve another term) for a term that expired on March 1, 2021, on the Commission on International Relations \& Cultural Liaison Encounters (Council's Appointment).

A nominee for the seat of SarahAnn Arcila (Resigned) for a term that expires on March 1, 2024, on the Commission on International Relations \& Cultural Liaison Encounters (Council's Appointment).

## D. HISTORIC \& ARCHITECTURAL REVIEW BOARD:

A nominee for the seat of Alex Griggs (Eligible to succeed - Interested in serving another term) as the Architect Representative for a term that expires on January 31, 2022, on the Historic \& Architectural Review Board (Council's Appointment). Mayor Pro Tem Allen nominated Mr. Alex Griggs to serve another term of office as the Architect Representative.

A nominee for the seat of Brian Luedtke (Eligible to succeed) as the Historic District Preservation Society Representative for a term that expires on January 31, 2022, on the Historic \& Architectural Review Board (Council's Appointment).

A nominee for the seat of Cathy Williams (Not Eligible to succeed) as the Historic Columbus Foundation Representative for a term that expires on January 31, 2022, on the Historic \& Architectural Review Board (Council's Appointment).

A nominee for the seat of William Bray (Not Eligible to succeed) as the Columbus Homebuilders Association Representative for a term that expires on January 31, 2022, on the Historic \& Architectural Review Board (Council's Appointment).

## E. PERSONNEL REVIEW BOARD:

A nominee for the seat of Tracy Walker as Alternate Member 2 for a term that expires on December 31, 2021, on the Personnel Review Board (Council's Appointment). There were none. (Ms. Walker has been confirmed to serve as a regular member; therefore, her alternate seat is open for nominations.) Councilor Tucker nominated Mr. Willie Belfield, Jr. for the Alternate Member (2) seat.

A nominee for the seat of Darlene Small (Not Eligible to succeed) as Alternate Member 3 for a term that expires on December 31, 2021, on the Personnel Review Board (Council's Appointment). There were none.

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

## F. PLANNING ADVISORY COMMISSION:

A nominee for the seat of Larry Derby (Eligible to succeed- Interested in serving another term) for a term that expires on March 31, 2022, on the Planning Advisory Commission (Council's Appointment). Councilor Woodson nominated Mr. Larry Derby to serve another term of office.

A nominee for the seat of Dr. Xavier McCaskey (Eligible to succeed) for a term that expires on March 31, 2022, on the Planning Advisory Commission (Council's Appointment).

A nominee for the seat of Ralph King (Eligible to succeed) for a term that expires on March 31, 2022, on the Planning Advisory Commission (Council's Appointment). Mayor Pro Tem Allen nominated Mr. Ralph King to serve another term of office.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Garrett to adjourn the January 25, 2022, Regular Council Meeting, seconded by Councilor Woodson and carried unanimously by the ten members present, with the time being 9:36 p.m.

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## File Attachments for Item:

5. Authorizing the acceptance of donations in support of "The Dream Lives," Dr. Martin Luther King, JR. (MLK) Commemoration Event.

## RESOLUTION

NO. $\qquad$

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATIONS IN SUPPORT OF "THE DREAM LIVES," DR. MARTIN LUTHER KING, JR. (MLK) COMMEMORATION EVENT.

WHEREAS, the Mayor's Commission on Unity, Diversity and Prosperity ("the Commission"), has a history of hosting an annual commemorative event to celebrate Dr. Martin Luther King, Jr.; and,

WHEREAS, the Mayor's Commission seeks to renew the spirit of the MLK legacy to meet the challenges of today and to broaden the draw of citizen participants from all ages, races and walks of life through "The Dream Lives," MLK Commemorative Event, and,

WHEREAS, numerous corporate sponsors have stepped forward to support this MLK Commemorative Event of speakers and entertainment.

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

That the Mayor, City Manager and Finance Director are hereby authorized to use approximately $\$ 20,000$ in carry-over donations from previous fiscal years, to accept approximately $\$ 30,000$ of additional donations to be raised in fiscal year 2021/22 in support of the MLK commemorative event, and to expend such monies to cover said expenses of the event approved by the Mayor which shall not be in excess of amounts received in donation. Any donated amounts in excess of the costs of the MLK commemorative event will be retained in a designated account of the Commission to be used for the MLK event in future years.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th day of February 2022 adopted at said meeting by the affirmative vote of $\qquad$ members of said Council.

| Councilor Allen | voting |
| :--- | :---: |
| Councilor Barnes | voting |
| Councilor Crabb | voting |
| Councilor Davis | voting |
| Councilor Garrett | voting |
| Councilor House | voting |

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- Page 34 -
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Councilor Huff
Councilor Thomas
Councilor Tucker
Councilor Woodson
voting $\qquad$ voting $\qquad$
voting $\qquad$
voting $\qquad$

## Sandra T. Davis

Clerk of Council
B. H. "Skip" Henderson, III

Mayor

## File Attachments for Item:

7. FY21 Annual Comprehensive Financial Report (ACFR) (Presented by Miller Edwards, External Auditors, Mauldin \& Jenkins, LLC)


Presented by:
Page 37. Miller Edwards

## Purpose of Today's Presentation

Overview of:

- Engagement Firm
- Comprehensive Annual Financial Report
- Audit Opinion (Financial / Compliance)
- Financial Statements Highlights
- Other Audit Communications
- Recommendations for Improvement
- Other Matters


## Governments Served



Engagement Team Leaders
Miller Edwards, Engagement Partner - David Irwin, Quality Review Partner - Justin Elliott, Engagement Director - Kirk Arich, Engagement Manger


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# Experience with Large Counties 

We do amazing.

## Columbus-Muscogee $=190,000$ Population

1) Gwinnett Co.
2) DeKalb Co. $(750,000)$
3) Jefferson Co., AL $(660,000)$
4) Greenville Co., SC $(510,000)$
5) Richland Co., SC $(415,000)$
6) Hamilton Co., TN $(360,000)$
7) Chatham Co. $(290,000)$
8) Clayton Co. $(285,000)$
9) Forsyth Co. $(230,000)$
10) Richmond Co. $(200,000)$
11) Beaufort Co., SC $(190,000)$
12) Paulding Co. $(160,000)$
13) Macon-Bibb Co. $(155,000)$
14) Douglas Co. $(145,000)$
15) Newton Co. $(110,000)$
16) Athens-Clarke Co. $(130,000)$
17) Whitfield Co. $(105,000)$
18) Floyd Co. $(100,000)$
19) Rockdale Co. $(90,000)$
20) Dougherty Co. $(90,000)$
21) Walton Co. $(70,000)$

Avg.
285,000

## Audit Opinion

- County = responsible for financial statements.
- M\&J = to express an opinion.
- Auditing Standards = GAS
- Clean Opinion =

Financial Statements - The financial statements of the County are considered to present fairly, in all material respects $\qquad$
Federal Pgms. ~\$21M with 3 Major Pgms (HOME - Federal Transit Grants CARES) $=\sim \$ 14.3 M-$ Complied, in all material respects

- Columbus has prepared an ACFR for ~30 Years.


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## Overview of Financial Statements

- Government-wide financial statements (full accrual = commercial like)
- Primary government financial statements
- Component units' financial statements
(Water Works, Hospital Auth., etc.)
- Fund financial statements
(General Fund, Special Projects Fund and T-SPLOST Fund,
Building Authority, Coronavirus Relief, American Rescue Plan Fund, Waste Mgmt., Civic Center, Transportation, and Non-major funds \& Fiduciary funds)


## Entity-Wide Financial Statements

- Assets
- Capital Assets
- Liabilities
- Net Position
- Revenues
- Expenses
- Change
Primary Gov $+\underline{\text { Comp Units }}+\underline{\text { Fiduciaries }}=\underline{\text { Combined }}$
$\$ 911$ million $\$ 892$ million $\$ 625$ million
\$548 million
\$485 million
\$426 million
\$323 million
\$292 million \$153 million
\$31 million
\$27 million
\$114 million
\$172 million

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## General Fund Financial Statements



## General Fund Financial Statements




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## General Fund Financial Statements



Financial $\begin{gathered}\text { - Page } 46 \text { - ance Audit } \\ \text { Jume }\end{gathered}$

## General Fund Financial Statements

The following is the relative percentage of fund balance as compared to annual expenditures as of June 30, 2021:

$$
\text { \$110,000,000 = 60\% = } 220 \text { Days = } 7 \text { Months }
$$

Important to reflect that fund balance does not always equate to cash \& investments. Fund balance is simply the difference in all assets and all liabilities.

Cash and investments amount to ~\$104,100,000 and are simply components of this equation = 209 Days.

## Other Funds and Footnotes

- Special Revenue Funds
- Debt Service Fund
- Capital Projects Funds
- Permanent Funds
- Enterprise Funds
- Internal Service Funds
- Fiduciary Funds

Footnotes provide greater insight into the numbers

We do amazing.

## Compliance Reports, Scopes \& Req. Communications

## Yellow Book Report

Report on general internal controls and compliance with laws and regulations

## Single Audit Report

Report on compliance and controls regarding the Federal Award programs tested

## Required Communications

No matters noted for greater communication to Commission

## Management Points $=$ Recommendations

1) Tax Commissioner - Balancing of Accounts - Shortage of funds due to bad checks received by office and unbudgeted service charges.
2) Superior Court, Probate Court, and Sheriff's Office - Offices hold more cash than related liabilities.
3) Magistrate Court, Probate Court, and Municipal Court Various Segregation of Duties.
4) Pooled Cash Reconciliation - Segregation of Duties and Timely Preparation Needed.
5) Real Estate Transfer Tax and Intangible Tax - Taxes distributed incorrectly resulting in approx. \$873 owed to MCSD.

## New Standards for Reporting

- 6-30-22 - Leases (as Lessor and Lessee)
- 6-30-22 - Interest Costs During Construction
- 6-30-22 - Reporting IRC Section 457 Deferred Comp Plans
- 6-30-23 - Conduit Debt Obligations
- 6-30-23 - Public / Private and Public / Public Partnerships.
- 6-30-23 - Subscription Based Information Technology

Other Projects

- Re-examining financial reporting model
- Revenue and Expense Recognition


## Newsletters, Free Continuing Ed., Closing

## Newsletters

Written by M\&J on topics pertinent to local governments in Georgia.

## Free Continuing Education

Since March 2009, quarterly continuing education is provided by M\&J to government clients.

## Closing



Thank, Questions, Thoughts.


Financial $\xlongequal{\text { - Page } 52-}$ ance Audit
Junte 30, < 21

## FY21 Annual Comprehensive Financial Report (ACFR)

Presented: February 8, 2022

We do amazing.

## Management Letter Response

1. Cash Management - Agency Funds - Tax Commissioner's Office Although the Finance Department has no direct oversight of this Office, this issue was discussed with the Tax Commissioner. The Tax Commissioner understands the concerns of the external auditors and responds as follows:
The Tax Commissioner continues to strengthen internal controls and operating efficiency. The returned check policy has been revised and the financial fees are charged against revenue collected as remittance is made.

Due to a shortage in staffing, the office has temporarily employed the services of Robinson, Grimes \& Company. P.C., Certified Public Accountants \& Consultants to assist in addressing management letter points.
Our manpower budget when compared to like size counties is two thirds. This has a direct effect on the kind of internal controls one can implement.

Page 54
We do amazing.

## Management Letter Response

2. Excess Funds in the Superior Court, Probate Court, and Sheriff's Office - Although the Finance Department has no direct oversight of these agency funds, the Finance Department, with consultation from the City Attorney's Office, will discuss this issue in more detail with the Clerk of Superior Court, Probate Court, and the Sheriff's Office.

## Management Letter Response

3. Segregation of Duties - Agency Funds Magistrate Court and Probate Court -
Although the Finance Department has no direct oversight of these agency funds, the Finance Department solicited responses from the Offices noted. Magistrate Court has advised that there is currently more than one individual involved in their cash deposit \& disbursement approval processes. The Finance Department will discuss this issue in more detail with the Probate Court.

## Management Letter Response

4. Pooled Cash Reconciliation - Due to staffing levels, the performance of the bank reconciliation by the Finance Director was unavoidable. However, as recommended by the auditors, the Finance Department requested additional staffing to facilitate this process. Council approved the staffing request as part of the FY22 budget.

## Management Letter Response

5. Real Estate Transfer Tax and Intangible Recording Tax - After internal analysis, the current Clerk of Superior Court discovered the calculations and distributions for Real Estate Transfer Taxes and Intangible Recording Taxes had been calculated and distributed incorrectly for several years. However, after consultation with Finance and the City Attorney's Office, the Clerk, in accordance with state law, has resolved the calculation and distribution issues related to Real Estate Transfer Taxes and Intangible Recording Taxes.

## Questions?

We do amazing.

## File Attachments for Item:

1. 2nd Reading- REZN-11-21-2094: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at $\mathbf{1 1 6 3}$ Henry Avenue (parcel \# 184-024-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Continued from 1-25-22)(Councilor Huff)

## AN ORDINANCE

NO. $\qquad$

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at $\mathbf{1 1 6 3}$ Henry Avenue (parcel \# 184-024-013) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) 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 NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District:
"All that lot, tract or parcel of land situate, lying and being in the City of Columbus, County of Muscogee and State of Georgia and being known and designated as all of Lots numbered 12, 13, 14, 15, 16 and 17, of Block Lettered " $F$ ", of the subdivision known as EAST WYNNTON SURVEY, as said lots are shown upon a nap or plat of said East Wynnton Survey recorded in Deed Book Page 170, in the Office of the Clerk of the Superior Court, Muscogee County, Georgia, the property hereby conveyed being more particularly described as follows:

Beginning at an iron located where the Southeast line of Francis Street intersects the Southwest line of henry Avenue, and from said point of beginning running South 31 degrees 0 minutes East, along the Southwest lien of Henry Avenue, a distance of 299.33 feet to an iron located where the Southwest line of Henry Avenue intersects the Northwest line of Marion Street; thence running South 58 degrees 56 minutes West, along the Northwest line of Marion Street, a distance of 149.9 feet to an iron; thence running North 31 degrees 1 minute West, along the ling dividing Lot 17 from said Lot 18 and Lot 12 from Lot 11, said Block and Subdivision, a distance of 299.5 feet to an iron on the Southeast line of Francis Street; thence running North 59 degrees 0 minutes East, along the Southeast line of Francis Street, a distance of 150 feet to the point of beginning."

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 11th day of January, 2022; introduced a second time at a regular meeting of said Council held on the $\qquad$ day of $\qquad$ , 2022 and adopted at said meeting by the
affirmative vote of $\qquad$ 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

# COUNCIL STAFF REPORT 

## REZN-11-21-2094

| Applicant: | Darren Atkins |
| :---: | :---: |
| Owner: | Rodney Milner / Milner Family LLLP |
| Location: | 1163 Henry Avenue |
| Parcel: | 184-024-013 |
| Acreage: | 0.96 Acres |
| Current Zoning Classification: | NC (Neighborhood Commercial) |
| Proposed Zoning Classification: | GC (General Commercial) |
| Current Use of Property: | Office |
| Proposed Use of Property: | Auto/Truck Broker |
| Council District: | District 3 (Huff) |
| PAC Recommendation: | Approval based on the Staff Report and compatibility with existing land uses. |
| Planning Department Recommendation: | Approval based on compatibility with existing land uses. |
| Fort Benning's Recommendation: | N/A |
| DRI Recommendation: | N/A |
| General Land Use: | Consistent |
|  | Planning Area D |
| Current Land Use Designation: | General Commercial |
| Future Land Use Designation: | Mixed Use |
|  | - Page 62 - |


| Compatible with Existing Land-Uses: | Yes |
| :--- | :--- |
| Environmental Impacts: | The property does not lie within the floodway and <br> floodplain area. The developer will need an <br> approved drainage plan prior to issuance of a Site <br> Development permit, if a permit is required. |
|  |  |
|  |  |
|  |  |
| City Services: | Property is served by all city services. |

[^1]




REZONING TRAFFIC ANALYSIS FORM

TRIP END CALCULATION*

| Land Use | ITE Code | Zone Code | Quantity | Trip Rate | Total Trips | Weekday |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Daily (Existing Zoning) |  |  |  |  |  |  |
| Specialty Retail Center 814 NC 0.96 Acres 44.32 232 |  |  |  |  |  |  |
|  |  |  |  | 42.04 | 220 | Saturday Sunday |
|  |  |  |  | 20.43 | 107 |  |
|  |  |  |  |  |  |  |
|  |  |  |  | Total | 559 |  |
| Daily (Proposed Zoning) |  |  |  |  |  | Weekday AM Peak |
| New Car Sales | 841 | GC | 0.96 Acres | 2.20 | 23 |  |
|  |  |  |  | 2.72 | 28 | Weekday PM Peak Saturday Peak Sunday |
|  |  |  |  | 2.97 | 31 |  |
|  |  |  |  | 10.48 | 110 |  |
|  |  |  |  | Total | 192 |  |

TRAFFIC PROJECTIONS
EXISTING ZONING (NC)

| Name of Street | Wynnton Road |
| :--- | ---: |
| Street Classification | Undivided Arterial |
| No. of Lanes | 4 |
| City Traffic Count (2020) | 16,800 |
| Existing Level of Service (LOS)** | C |
| Additional Traffic due to Existing Zoning | 559 |
| Total Projected Traffic (2021) | 17,359 |
| Projected Level of Service (LOS)** | C |
| Note: ** Denotes Level of Service Based on National Standards for Different Facility Type (TABLE |  |

## File Attachments for Item:

2. 2nd Reading- An Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities.(Budget Review Committee)

## AN ORDINANCE

## NO.

AN ORDINANCE AMENDING THE BUDGETS FOR THE FISCAL YEAR 2022 BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, FOR CERTAIN FUNDS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, APPROPRIATING AMOUNTS SHOWN IN EACH FUND FOR VARIOUS ACTIVITIES; AND FOR OTHER PURPOSES.

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

## SECTION 1.

1. The General Fund expenditure budget in the amount of $\$ 164,490,530$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 4,783,507$ to $\$ 169,274,037$ and the revenue budget in amount of $\$ 161,082,401$ is hereby increased by $\$ 42,585$ to $\$ 161,124,986$ for the departments listed on the chart attached as Exhibit "A".
2. The Other Local Option Sales Tax Fund expenditure budget in the amount of $\$ 41,980,603$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 9,548,048$ to $\$ 51,528,651$ for the departments listed on the attached chart.
3. The Stormwater (Sewer) Fund expenditure budget in the amount of $\$ 7,482,843$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 181,510$ to $\$ 7,664,353$ and the revenue budget in the amount of $\$ 5,682,843$ is hereby increased by $\$ 78,332$ to $\$ 5,761,175$ for the departments listed on the attached chart.
4. The Paving Fund expenditure budget in the amount of $\$ 16,117,840$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 317,123$ to $\$ 16,434,963$ and the revenue budget in the amount of $\$ 16,117,840$ is hereby increased by $\$ 232,079$ to $\$ 16,349,919$ for the departments listed on the attached chart.
5. The Integrated Waste Fund expenditure budget in the amount of $\$ 13,191,200$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 584,793$ to $\$ 13,775,993$ and the revenue budget in the amount of $\$ 13,191,200$ is hereby increased by $\$ 34,075$ to $\$ 13,225,275$ for the departments listed on the attached chart.
6. The Emergency Telephone Fund expenditure budget in the amount of $\$ 4,121,365$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 53,747$ to $\$ 4,175,112$ for the departments listed on the attached chart.
7. The Metra Transportation Fund expenditure budget in the amount of $\$ 10,727,588$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 4,906,240$ to $\$ 15,633,828$ and the revenue budget in the amount of $\$ 10,570,289$ is hereby increased by $\$ 4,906,240$ to $\$ 15,476529$ for the departments listed on the attached chart.
8. The Trade Center Fund expenditure budget in the amount of $\$ 2,978,592$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 339,479$ to $\$ 3,318,071$ and the revenue budget in the amount of $\$ 2,580,150$ is hereby increased by $\$ 339,479$ to $\$ 2,919,629$ for the departments listed on the attached chart for the departments listed on the attached chart.
9. The Bull Creek Golf Course Fund expenditure and revenue budget in the amount of $\$ 1,505,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 26,311$ to $\$ 1,531,311$ for the departments listed on the attached chart.
10. The Oxbow Creek Golf Course Fund expenditure and revenue budget in the amount of $\$ 521,850$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 6,551$ to $\$ 528,401$ for the departments listed on the attached chart.
11. The Civic Center Fund expenditure and revenue budget in the amount of $\$ 4,089,138$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 1,976,416$ to $\$ 6,065,554$ for the departments listed on the attached chart
12. The Community Development Block Grant Fund expenditure and revenue budget in the amount of \$1,636,720 for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 863,362$ to $\$ 2,500,082$ for the departments listed on the attached chart.
13. The Home Program Fund expenditure and revenue budget in the amount of $\$ 1,017,325$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 219,304$ to $\$ 1,236,629$ for the departments listed on the attached chart.
14. The Multi-Governmental Fund expenditure and revenue budget in the amount of $\$ 7,297,008$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 188,937$ to $\$ 7,485,945$ for the departments listed on the attached chart.
15. The Police Forfeiture Fund expenditure budget in the amount of $\$ 150,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 30,587$ to $\$ 180,587$ for the departments listed on the attached chart.
16. The Recorder's Court Technology Fee Fund expenditure budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 2,866$ to $\$ 2,866$ for the departments listed on the attached chart.
17. The Bond and Lease Purchase Pools Fund expenditure and revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 3,710,264$ to $\$ 3,710,264$ for the departments listed on the attached chart.
18. Section 28 of Columbus Ordinance No. 21-032 is hereby deleted in its entirety and a new Section 28 is inserted to read as follows:
"The Pay Plan adopted by Columbus Ordinance No. 06-40 amended by Ordinance No. 0687 defined a sign-on bonus for sworn public safety officers effective June 30, 2006, for five years. Effective January 1, 2022, the sign-on bonus of $\$ 2,000$ for FY2022 shall be extended to all public safety officers in the Columbus Fire and EMS Department. Also effective January 1, 2022, a sign-on bonus of $\$ 5,000$ shall be payable in FY22 to sworn personnel in the Police Department, the Sheriff's Office, and the Muscogee County Prison which shall replace the previously effective sign-on bonus of $\$ 2,000$. Effective October 1, 2021, a quarterly retention bonus of $\$ 1,500$ shall be payable to all full-time sworn personnel in the Police Department, Fire and EMS Department, Sheriff's Office, and Muscogee County Prison who are actively on payroll at time of payment. The retention bonus shall also apply to all full-time 911 Communications Technicians in the Police Department ONLY."
19. Each budget increase provided herein is to be funded with fund balances and various revenue sources of the accounting fund for those funds that are being affected by stated actions.
20. Within the overall budget limitations, authority is hereby delegated to the City Manager, or the Finance Director when acting on the authority delegated by the City Manager, to effect such intra-fund transfers of appropriation and revenue anticipation as may be deemed necessary to the effective performance and delivery of services approved herein.
21. The minimum budget requirements set forth in O.C.G.A. Title 36, Chapter 81, are hereby adopted.

## SECTION 2.

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

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 25 th day of January, 2022; introduced a second time at a regular meeting held on the 8th day of February, 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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
$\qquad$ .
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$\qquad$ -
$\qquad$ .
$\qquad$

Sandra T. Davis, Clerk of Council
B.H. "Skip" Henderson, Mayor

| Fund | Original Expenditure Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Revenue Offset | FY22 <br> Amendment | Pay Plan | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OPERATING FUNDS |  |  |  |  |  |  |  |
| 0101 General Fund | \$164,490,530 | \$2,001,723 | \$581,644 | \$42,585 | \$2,157,555 | \$0 | \$169,274,037 |
| 01022009 Other LOST Public Safety Fund | 30,805,603 | 1,917,564 | 0 | 0 | 5,613,467 | 0 | 38,336,634 |
| 01092009 Other LOST Infrastructure Fund | 11,175,000 | 1,944,376 | 0 | 0 | 72,642 | 0 | 13,192,017 |
| 0202 Stormwater (Sewer) Fund | 7,482,843 | 103,178 | 0 | 0 | 78,332 | 0 | 7,664,353 |
| 0203 Paving Fund | 16,117,840 | 85,044 | 0 | 0 | 232,079 | 0 | 16,434,963 |
| 0204 Medical Center Fund | 14,808,633 | 0 | 0 | 0 | 0 | 0 | 14,808,633 |
| 0207 Integrated Waste Fund | 13,191,200 | 550,718 | 0 | 0 | 34,075 | 0 | 13,775,993 |
| 0209 E911 | 4,121,365 | 53,747 | 0 | 0 | 0 | 0 | 4,175,112 |
| 0230 Economic Development Authority | 2,609,053 | 0 | 0 | 0 | 0 | 0 | 2,609,053 |
| 0405 Debt Service | 11,928,758 |  | 0 | 0 | 0 | 0 | 11,928,758 |
| 0751 METRA | 10,727,588 | 4,872,924 | 0 | 0 | 33,316 | 0 | 15,633,828 |
| 0753 Trade Center | 2,978,592 | 0 | 0 | 0 | 339,479 | 0 | 3,318,071 |
| 0755 Bull Creek Golf Course | 1,505,000 |  | 0 | 0 | 26,311 | 0 | 1,531,311 |
| 0756 Oxbow Creek Golf Course | 521,850 | 0 | 0 | 0 | 6,551 | 0 | 528,401 |
| 0757 Civic Center | 4,089,138 | 0 | 0 | 0 | 1,976,416 | 0 | 6,065,554 |
| TOTAL OPERATING FUNDS | \$296,552,993 | \$11,529,274 | \$581,644 | \$42,585 | \$10,570,222 | \$0 | \$319,276,718 |
| OTHER NON-OPERATING FUNDS |  |  |  |  |  |  |  |
| 0210 CDBG Fund | \$1,636,720 | \$863,362 | \$0 | \$0 | \$0 | \$0 | \$2,500,082 |
| 0213 HOME Fund | 1,017,325 | 219,304 | 0 | 0 | 0 | 0 | 1,236,629 |
| 0216 Multi-Government Project Fund | 7,297,008 | 188,937 | 0 | 0 | 0 | 0 | 7,485,945 |
| 0223 Police Forfeiture Fund | 150,000 | 30,587 | 0 | 0 | 0 | 0 | 180,587 |
| 0235 Recorder's Court Technology Fee Fund |  | 2,866 | 0 | 0 | 0 | 0 | 2,866 |
| 0542 Lease Purchase Pools Fund |  | 3,710,264 | 0 | 0 | 0 | 0 | 3,710,264 |
| 0860 Risk Management Fund | 5,341,926 |  | 0 | 0 | 0 | 0 | 5,341,926 |
| TOTAL NON-OPERATING FUNDS | \$15,442,979 | \$5,015,321 | \$0 | \$0 | \$0 | \$0 | \$20,458,300 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

|  | Department | Original Adopted Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved <br> Fund Balance from FY21) Carryovers | FY22 <br> Revenue Offsets | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 100 | COUNCIL | \$595,238 |  |  |  | 5,272 | 13,825 | \$614,335 |
| 110 | MAYOR | \$610,505 |  | 25,000 |  | 7,029 | 15,673 | \$658,207 |
| 120 | CITY ATTORNEY | \$1,707,401 |  |  |  | 6,443 | 50,730 | \$1,764,574 |
| 130 | CITY MANAGER | \$1,577,890 | 1,383 |  | 3,008 | 32,216 | 104,469 | \$1,718,966 |
| 200 | FINANCE | \$2,585,215 | 1,454 |  |  | 49,203 | 43,043 | \$2,678,915 |
| 210 | INFORMATION TECHNOLOGY | \$6,077,510 | 291,074 | 25,411 |  | 61,077 | 40,157 | \$6,495,229 |
| 220 | HUMAN RESOURCES | \$2,424,760 |  |  |  | 19,330 | 23,101 | \$2,467,191 |
| 240 | INSPECTION \& CODES | \$2,300,517 | 27,963 |  |  | 46,414 | 36,288 | \$2,411,182 |
| 242 | PLANNING | \$305,818 |  |  |  | 7,029 | 4,247 | \$317,094 |
| 245 | COMMUNITY RENVESTMENT | \$154,183 |  |  |  |  | 9,108 | \$163,291 |
| 250 | ENGINERING | \$1,975,480 | 58,589 |  |  | 21,673 | 15,862 | \$2,071,604 |
| 260 | PUBLIC WORKS | \$8,951,534 | 395,149 |  |  | 203,872 | 85,934 | \$9,636,489 |
| 270 | PARKS AND RECREATION | \$11,639,397 | 374,335 |  |  | 123,008 | 97,778 | \$12,234,518 |
| 280 | COOPERATIVE EXTENSION | \$137,865 |  |  |  |  |  | \$137,865 |
| 290 | BOARDS AND COMMISSIONS | \$3,024,573 | 20,892 |  |  | 43,495 | 48,567 | \$3,137,527 |
| 400 | POLICE | \$27,482,865 | 366,920 |  |  | 103,280 | 412,289 | \$28,365,354 |
| 410 | FIRE \& EMS | \$25,750,948 | 88,521 |  |  | 51,949 | 358,428 | \$26,249,846 |
| 420 | MCP | \$8,314,734 | 205,835 |  | 30,000 | 4,100 | 99,614 | \$8,654,283 |
| 450 | HOMEAND SECURITY | \$18,322 |  |  |  |  |  | \$18,322 |
| 500 | SUPERIOR COURT | \$7,658,462 | 8,071 |  |  | 130,168 | 109,702 | \$7,906,403 |
| 510 | STATE COURT | \$1,827,812 |  |  |  | 26,359 | 29,908 | \$1,884,079 |
| 520 | PUBLIC Defender | \$2,113,156 |  |  |  | 14,058 | 7,919 | \$2,135,133 |
| 530 | MUNICIPAL COURT | \$1,162,041 |  |  |  | 24,602 | 17,999 | \$1,204,642 |
| 540 | PROBATE COURT | \$558,820 |  |  |  | 9,958 | 8,474 | \$577,252 |
| 550 | SHERIFF | \$28,328,516 | 140,308 |  | 9,577 | 44,426 | 309,922 | \$28,832,749 |
| 560 | TAX COMmISSIONER | \$1,848,480 |  |  |  | 41,951 | 24,895 | \$1,915,326 |
| 570 | CORONER | \$366,599 |  |  |  | 1,757 | 5,261 | \$373,617 |
| 580 | RECORDER' COURT | \$1,135,124 |  |  |  | 23,430 | 16,089 | \$1,174,643 |
| 590 | miscelaneous | \$13,674,226 | 16,129 | 531,233 |  | 1,055,456 | $(1,990,275)$ | \$13,286,769 |
| 610 | PARKING MANAGEMENT | \$182,539 | 5,100 |  |  |  | 993 | \$188,632 |
| TOTAL | L GENERAL FUND | \$164,490,530 | \$2,001,723 | \$581,644 | \$42,585 | \$2,157,555 | \$0 | \$169,274,037 |
|  | REVENUE** <br> USE OF FUND BALANCE | $\begin{array}{r} \$ 161,082,401 \\ \$ 3,408,129 \end{array}$ |  |  | 42,585 |  |  | $\begin{array}{r} \$ 161,124,986 \\ \$ 3,408,129 \end{array}$ |
| TOTAL | L REVENUE | \$164,490,530 | \$0 | \$0 | \$42,585 | \$0 | \$0 | \$164,533,115 |

FY22 Carryovers (Reserved from FY21)
\$25,000 - Mayor - Martin Luther King Event Donations
\$25,411 - Information Technology - Final lasWorld Software Implementation Payment
$\$ 531,233$ - Miscellaneous - Demolitions/Lot Clearings For Blight Reduction Initative and Whitewater Reserve
usage per Resolution\# 338-21
FY22 Revenue Offsets
$\$ 3,008$ - City Manager - HUB Cities Conference Donations
$\$ 30,000$ - MCP - Equipment Purchase using Prison Commissary Funds
$\$ 9,577$ - Sheriff - Equipment Purchase using Jail Commissary Funds
FY22 Amendments
$\$ 229,315$ - Various Departments - COVID Expenditure Reimbursements From CARES Reserves
$\$ 909,200$ - Various Departments - Pandemic Pay Bonus Reimbursements from CARES Reserves
$\$ 444,401$ - Miscellaneous - Transfer To Various Funds for Pandemic Pay Bonus Reimbursements from CARES Reserves \$574,639 - Miscellaneous - Software Licensing for Security Cameras from CARES Reserves

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## 2009 Other Local Option Sales Tax Public Safety Fund 0102



FY22 Amendments
\$12,886 - Various Departments - Pandemic Pay Bonus Reimbursements
$\$ 344,654.50$ - Police - Use of Fund Balance for Vesta 7 E-911 System Upgrade per Res\# 040-21
\$3,886,543 - Fire/EMS - Use of Fund Balance for 5 Fire Trucks \& Emergency Operation Center Upgrade
$\$ 1,044,028$ - Sheriff - Use of Fund Balance for 10 Pursuit Vehicles, Jail Wedge Locks, \& Jail Access Control
$\$ 123,425.48$ - Non-Categorical - Land/Building Purchase for Fire Station\# 8 Expansion per Res\# 305-21
\$52,651.25 - Non-Categorical - Land/Building Purchase for Fire Station\# 4 Expansion per Res\# 388-21
\$51,700 - Non-Categorical - Jail Site Master Plan per Res\# 350-21
\$97,578.36 - Non-Categorical - Jail Shower Wall Repairs per Res\# 299-21

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT 2009 Other Local Option Sales Tax Infrastructure Fund 0109

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Revenue Offsets |  | FY22 <br> Amendments | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 210 Information Technology <br> 250 Roads/Bridges <br> 250 Stormwater <br> 260 Facilities <br> 590 Non-Categorical | \$601,088 $\$ 1,500,000$ $\$ 700,000$ $\$ 1,500,000$ $\$ 6,873,912$ | 59,945 700,716 298,836 884,879 |  |  |  | \$72,642 | \$661,033 $\$ 2,200,716$ $\$ 998,836$ $\$ 2,457,521$ $\$ 6,873,912$ |
| EXPENDITURE TOTAL | \$11,175,000 | \$1,944,376 | \$0 |  | \$0 | \$72,642 | \$13,192,017 |
| REVENUE <br> USE OF FUND BALANCE | $\begin{array}{r} \$ 11,175,000 \mid \\ \$ 0 \end{array}$ |  |  |  |  |  | \$11,175,000 |
| REVENUE TOTAL | \$11,175,000 | \$0 | \$0 |  | \$0 | \$0 | \$11,175,000 |

FY22 Amendments
\$72,642 - Public Works - Government Center Life Safety Improvements Change Orders

## FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

 STORMWATER (SEWER) FUND 0202| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan <br> Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 250 ENGINEERING <br> 260 PUBLIC WORKS <br> 590 MISCELANEOUS | \$770,390 $\$ 3,175,353$ $\$ 3,537,100$ | 3,095 |  | 9,958 | \$9,579 | \$793,022 $\$ 3,382,330$ $\$ 3,489,002$ |
| EXPENDITURE TOTAL | \$7,482,843 | \$103,178 | \$0 | \$78,332 | \$0 | \$7,664,353 |
| REVENUE USE OF FUND BALANCE | \$5,682,843 |  |  | \$78,332 |  | \$5,761,175 $\$ 1,800,000$ |
| REVENUE TOTAL | \$7,482,843 | \$0 | \$0 | \$78,332 | \$0 | \$7,561,175 |

FY22 Amendments
\$78,332 - Various Departments - Pandemic Pay Bonus Reimbursements

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT PAVING FUND 0203

| Department | Original <br> Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 250 ENGIN円تRNG <br> 260 PUBLIC WORKS <br> 590 MISCELANEOUS | \$1,283,181 $\$ 12,363,779$ $\$ 2,470,880$ | 1,388 83,656 |  | 26,606 | 14,484 112,582 $(127,066)$ | $\begin{array}{r} \$ 1,325,659 \\ \$ 12,765,490 \\ \$ 2,343,814 \end{array}$ |
| EXPENDITURE TOTAL | \$16,117,840 | \$85,044 | \$0 | \$232,079 | \$0 | \$16,434,963 |
| REVENUE | \$16,117,840 |  |  | \$232,079 |  | \$16,349,919 |
| REVENUE TOTAL | \$16,117,840 | \$0 | \$0 | \$232,079 | \$0 | \$16,349,919 |

[^2]
## FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## MEDICAL CENTER FUND 0204

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 200 MEDICAL CENTER | \$14,808,633 |  |  |  |  | \$14,808,633\| |
| EXPENDITURE TOTAL | \$14,808,633 | \$0 | \$0 | \$0 | \$0 | \$14,808,633 |
| REVENUE | \$14,808,633 |  |  |  |  | \$14,808,633 |
| REVENUE TOTAL | \$14,808,633 | \$0 | \$0 | \$0 | \$0 | \$14,808,633 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT INTEGRATED WASTE FUND 0207

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 260 PUBLIC WORKS <br> 270 PARKS \& RECREATION <br> 590 MISCELANEOUS | \$10,266,676 <br> $\$ 97,096$ <br> $\$ 2,827,428$ | 550,718 |  | 34,075 | 85,507 703 $(86,210)$ | \$10,936,976 <br> $\$ 97,799$ <br> $\$ 2,741,218$ |
| EXPENDITURE TOTAL | \$13,191,200 | \$550,718 | \$0 | \$34,075 | \$0 | \$13,775,993 |
| REVENUE <br> USE OF FUND BALANCE | \$13,191,200 |  |  | $-\$ 968,525$ $\$ 1,002,600$ |  | \$12,222,675 \$1,002,600 |
| REVENUE TOTAL | \$13,191,200 | \$0 | \$0 | \$34,075 | \$0 | \$13,225,275 |

FY22 Amendments
\$34,075 - Various Departments - Pandemic Pay Bonus Reimbursements
\$1,002,600 - Public Works - Use of Fund Reserves for Fee Waiver per Ord\# 21-048

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## E911 FUND 0209

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & 400 \text { E911 } \\ & 590 \text { MISCELANEOUS } \end{aligned}$ | \$3,869,578 ${ }^{\text {\$251,787 }}$ \| | 53,747\| |  |  | 86,210 $(86,210)$ | \$4,009,535 ${ }^{\text {\$165,577 }}$ |
| EXPENDITURE TOTAL | \$4,121,365 | \$53,747 | \$0 | \$0 | \$0 | \$4,175,112 |
| REVENUE | \$4,121,365 |  |  |  |  | \$4,121,365 |
| (REVENUE TOTAL | \$4,121,365 | \$0 | \$0 | \$0 | \$0 | \$4,121,365 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT ECONOMIC DEVELOPMENT FUND 0230

|  |  |  | (Reserved |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Department | Original Adopted Budget | Fund Balance from FY21) PO Roll | Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget |
| 590 MISCELANEOUS | \$2,609,053 |  |  |  |  | \$2,609,053 |
| EXPENDITURE TOTAL | \$2,609,053 | \$0 | \$0 | \$0 | \$0 | \$2,609,053 |
| REVENUE | \$2,368,106 |  |  |  |  | \$2,368,106 |
| USE OF FUND BALANCE | \$240,947 |  |  |  |  | \$240,947 |
| (REVENUE TOTAL | \$2,609,053 | \$0 | \$0 | \$0 | \$0 | \$2,609,053 |

Funding for Economic Development is based on the collection of 0.50 mills, 0.25 mills allocated to the Development Authority.

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## DEBT SERVICE FUND 0405

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 200 DBBT SERVICE | \$11,928,758 |  |  |  |  | \$11,928,758 |
| EXPENDITURE TOTAL | \$11,928,758 | \$0 | \$0 | \$0 | \$0 | \$11,928,758 |
| REVENUE | \$11,928,758\| |  |  |  |  | \$11,928,758 |
| USE OF FUND BALANCE | \$0 |  |  |  |  | \$0 |
| REVENUE TOTAL | \$11,928,758 | \$0 | \$0 | \$0 | \$0 | \$11,928,758 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT METRA TRANSPORTATION FUND 0751

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan <br> Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 260 PUBLIC WORKS <br> 590 MISCELANEOUS <br> 610 MEIRA | \$15,000 ${ }^{\$ 476,075}$ \$10,236,513 | 4,872,924 |  | 33,316 | $(73,502)$ 73,502 | \$15,000 $\$ 402,573$ $\$ 15,216,255$ |
| EXPENDITURE TOTAL | \$10,727,588 | \$4,872,924 | \$0 | \$33,316 | \$0 | \$15,633,828 |
| REVENUE | \$10,570,289 |  |  | 4,906,240\| |  | \$15,476,529 |
| USE OF FUND BALANCE | \$157,299 |  |  |  |  | \$157,299 |
| REVENUE TOTAL | \$10,727,588 | \$0 | \$0 | \$4,906,240 | \$0 | \$15,633,828 |

FY22 Amendments
\$24,602 - Metra - Pandemic Pay Bonus Reimbursements
\$8,714 - Metra - Executive Pay Adjustment

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT TRADE CENTER FUND 0753

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan <br> Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 590 MISCELANEOUS 620 TRADE CENTER | \$170,587 |  |  | 339,479 | $(23,206)$ 23,206 | \$147,381 |
| EXPENDITURE TOTAL | \$2,978,592 | \$0 | \$0 | \$339,479 | \$0 | \$3,318,071 |
| REVENUE <br> USE OF FUND BALANCE | $\begin{gathered} \$ 2,580,150 \\ \$ 398,442 \end{gathered}$ |  |  | \$339,479 |  | $\begin{gathered} \$ 2,919,629 \\ \$ 398,442 \end{gathered}$ |
| REVENUE TOTAL | \$2,978,592 | \$0 | \$0 | \$339,479 | \$0 | \$3,318,071 |

FY22 Amendments
\$29,873 - Trade Center - Pandemic Pay Bonus Reimbursements
\$309,605.52 - Trade Center - American Rescue Plan Revenue Recovery

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT BULL CREEK GOLF COURSE FUND 0755
(Reserved (Reserved

| Department | Original Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 590 MISCELANEOUS 630 BULL CREMK | \$66,961 $\$ 1,438,039$ |  |  | 26,311 | $(9,634)$ 9,634 | $\$ 57,327$ $\$ 1,473,984$ |
| EXPENDITURE TOTAL | \$1,505,000 | \$0 | \$0 | \$26,311 | \$0 | \$1,531,311 |
| Revenue | \$1,505,000 |  |  | \$26,311 |  | \$1,531,311 |
| REVENUE TOTAL | \$1,505,000 | \$0 | \$0 | \$26,311 | \$0 | \$1,531,311 |

FY22 Amendments
\$16,987 - Bull Creek - Pandemic Pay Bonus Reimbursements
\$7,459 - Bull Creek - Executive Pay Adjustment

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT OXBOW CREEK GOLF COURSE FUND 0756

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 590 MISCELANEOUS 640 OXBOW CREEK | $\$ 20,475$ $\$ 501,375$ |  |  | 6,551 | $(3,370)$ 3,370 | \$17,105 |
| EXPENDITURE TOTAL | \$521,850 | \$0 | \$0 | \$6,551 | \$0 | \$528,401 |
| REVENUE | \$521,850\| |  |  | \$6,551\| |  | \$528,401 |
| REVENUE TOTAL | \$521,850 | \$0 | \$0 | \$6,551 | \$0 | \$528,401 |

FY22 Amendments
\$4,686 - Oxbow Creek - Pandemic Pay Bonus Reimbursements
\$1,865 - Oxbow Creek - Executive Pay Adjustment

## FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## CIVIC CENTER FUND 0757

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 160 CIVIC CENTER <br> 260 PUBLIC WORKS <br> 590 MISCELANEOUS | \$3,743,263 $\$ 125,000$ $\$ 220,875$ |  |  | 1,976,416 | $\begin{gathered} 18,710 \\ (18,710) \end{gathered}$ | \$5,738,389 $\$ 125,000$ $\$ 202,165$ |
| EXPENDITURE TOTAL | \$4,089,138 | \$0 | \$0 | \$1,976,416 | \$0 | \$6,065,554 |
| REVENUE | \$4,089,138 |  |  | \$1,976,416 |  | \$6,065,554 |
| (REVENUE TOTAL | \$4,089,138 | \$0 | \$0 | \$1,976,416 | \$0 | \$6,065,554 |

[^3]FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT CDBG FUND 0210

| Department | Original <br> Adopted <br> Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 245 COMMUNITY RENVESTM 590 MISCELANEOUS | $\begin{array}{r} \$ 1,631,860 \\ \$ 4,860 \end{array}$ | 863,362 |  |  | 4,860 $(4,860)$ | \$2,500,082 |
| EXPENDITURE TOTAL | \$1,636,720 | \$863,362 | \$0 | \$0 | \$0 | \$2,500,082 |
| REVENUE | \$1,636,720\| |  |  | 863,362 |  | \$2,500,082 |
| REVENUE TOTAL | \$1,636,720 | \$0 | \$0 | \$863,362 | \$0 | \$2,500,082 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT HOME PROGRAM FUND 0213

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 245 COMMUNITY RENVESTMENT 590 MISCELANEOUS | \| ${ }^{\text {1,015,647 }} \mathbf{~ \$ 1 , 6 7 8}$ | 219,304 |  |  | 1,678 $(1,678)$ | \$1,236,629 |
| EXPENDITURE TOTAL | \$1,017,325 | \$219,304 | \$0 | \$0 | \$0 | \$1,236,629 |
| REVENUE | \$1,017,325 |  |  | \$219,304 |  | \$1,236,629 |
| REVENUE TOTAL | \$1,017,325 | \$0 | \$0 | \$219,304 | \$0 | \$1,236,629 |

## FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

 MULTI-GOVERNMENTAL FUND 0216| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| VARIOUS | \$7,297,008 | 188,937 |  |  |  | \$7,485,945 |
| EXPENDITURE TOTAL | \$7,297,008 | \$188,937 | \$0 | \$0 | \$0 | \$7,485,945 |
| REVENUE | \$7,297,008 | \$0\| |  | \$188,937 |  | \$7,485,945 |
| REVENUE TOTAL | \$7,297,008 | \$0 | \$0 | \$188,937 | \$0 | \$7,485,945 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT POLICE FORFEITURE FUND 0223

| Department | Original <br> Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan <br> Adjustments | Mid Year <br> Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| POLICE FORFETURE | \$150,000 | 30,587 |  |  |  | \$180,587 |
| EXPENDITURE TOTAL | \$150,000 | \$30,587 | \$0 | \$0 | \$0 | \$180,587 |
| REVENUE | \$150,000 | \| |  |  |  | \$150,000 |
| REVENUE TOTAL | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT RECORDER'S COURT TECHNOLOGY FEE FUND 0235

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RECORDERS COURT | \$0\| | 2,866 |  |  |  | \$2,866 |
| EXPENDITURE TOTAL | \$0 | \$2,866 | \$0 | \$0 | \$0 | \$2,866 |
| REVENUE | \$01 |  |  |  |  | \$0 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT BOND AND LEASE PURCHASE POOLS FUND 0542

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LEASE PURCHASE POOL | \$0\| | 3,710,264 |  |  |  | \$3,710,264 |
| EXPENDITURE TOTAL | \$0 | \$3,710,264 | \$0 | \$0 | \$0 | \$3,710,264 |
| REVENUE | 01 |  |  | 3,710,264 |  | \$3,710,264 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$3,710,264 | \$0 | \$3,710,264 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## RISK MANAGEMENT FUND 0860

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 220 HUMAN RESOURCES | \$5,341,926 |  |  |  | \$0\| | \$5,341,926 |
| EXPENDITURE TOTAL | \$5,341,926 | \$0 | \$0 | \$0 | \$0 | \$5,341,926 |
| REVENUE | 5,341,926 |  |  |  | \| | \$5,341,926 |
| USE OF FUND BALANCE | \$0 |  |  |  |  | \$0 |
| REVENUE TOTAL | \$5,341,926 | \$0 | \$0 | \$0 | \$0 | \$5,341,926 |

# Columbus Consolidated Government Council Meeting Agenda Item 

| TO: | Mayor and Councilors |
| :--- | :--- |
| AGENDA <br> SUBJECT: | FY22 MID-YEAR BUDGET AMENDMENT |
| AGENDA | Approve an Ordinance amending the budgets for the Fiscal Year 2022 by <br> appropriating amounts in each fund for various operational activities. |
| SUMMARY: | Finance Department |
| INITIATED BY: |  |

Recommendation: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities.

Background: The Council has adopted the City's Annual Operating budget and in special actions has adopted various special purpose budgets. All of these budgets appropriate funding for planned operations. During the course of the year, adjustments become necessary to increase or redistribute funding based on actions of Council, changes in departmental activities and changes in funding sources.

Staff is requesting a budget amendment to appropriate monies needed for various operational activities. As provided in the charter and state law, only Council has the authority to change spending levels. Adjustments are included in this Ordinance to reflect changes needed to complete organizational objectives. These adjustments are necessary to modify budgets to change the legal level of control at the department level as per O.C.G.A. Chapter 36. Staff is requesting adjustments for operational expenditures like administrative and operating costs for the following funds. In order to keep an accurate record of authorized spending levels and positions, this budget amendment is submitted for Council consideration.

Analysis: The recommended budget adjustments are outlined on the attached summary table immediately following the memorandum identifying the amount to be appropriated in each accounting fund. The appropriation will change the total approved budget of each fund as indicated in the accompanying chart.

Financial Considerations: None, other than as noted in the analysis.
Legal Considerations: Council approval is required to modify spending levels.
Recommendations/Actions: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities.

## File Attachments for Item:

3. 2nd Reading- An ordinance granting to Liberty Utilities (Peach State Natural Gas) Corp., its successors and assigns, a franchise to provide the consolidated government of Columbus, Muscogee County, Georgia, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the consolidated government of Columbus, Muscogee County, Georgia; and for other purposes. (Mayor Pro Tem)

## ORDINANCE

NO .

An ordinance granting to liberty utilities (peach state natural gas) corp., its successors and assigns, a franchise to provide the consolidated government of Columbus, Muscogee County, Georgia, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the consolidated government of Columbus, Muscogee County, Georgia; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS, AS FOLLOWS:
SECTION 1.
The attached franchise agreement and ordinance between Columbus, Georgia and Liberty Utilities Corporation is hereby adopted in the form attached hereto as Exhibit "A" and a copy shall remain on file in the office of the Clerk of Council.

SECTION 2.
All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3.
The acceptance of this franchise agreement ordinance in the form attached hereto as Exhibit "B" shall be executed by Liberty Utilities Corporation and filed with the Clerk of Council within ninety days of the adoption of this ordinance.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 25 th day of January 2022; introduced a second time at a regular meeting held on of meeting by the affirmative vote of
$\qquad$ , 2022 and adopted at said
$\qquad$ members of said Council.

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

- Page 101 -

Councilor Thomas
Councilor Tucker
Councilor Woodson

Sandra T. Davis
Clerk of Council
voting
voting
voting
B.H. "Skip" Henderson, III Mayor

## FRANCHISE AGREEMEMT BETWEEN COLUMBUS, GEORGIA AND LIBERTY UTILITIES (PEACH STATE NATURAL GAS) CORP.

SECTION I. There is hereby granted to Liberty Utilities (Peach State Natural Gas) Corp., a corporation organized and existing under the laws of the State of Georgia, its successors and assigns (hereinafter for convenience, individually and collectively, referred to as "Company"), the right, authority, privilege and franchise to serve the consolidated government of Columbus, Georgia (hereinafter for convenience referred to as "Municipality"), and in the providing of such natural gas service to construct, maintain and operate a system of gas mains, service pipes, regulator stations and all other necessary and appropriate equipment and facilities for the distribution of gas, in, upon, under, along, across and over the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds in the present or future corporate limits of the Municipality, for the supplying and selling of gas and its by-products to said Municipality and the inhabitants, institutions and businesses thereof, and for such purposes to construct, lay down, maintain, and operate all necessary gas mains, service pipes and other appliances, fixtures and facilities as may be necessary for the transmission, distribution and sale of such to said Municipality and the inhabitants thereof for domestic, commercial, industrial and institutional uses, and other purposes for which it is or may hereafter be used, for an initial term of ten (10) years with two five year renewal terms from the effective date specified in Section XV of this Ordinance. Renewal terms will be deemed to be accepted by both parties unless either party shall give the other party ninety (90) days notice of its election not to enter into the renewal term.

SECTION II. As consideration for the grant of the franchise and rights herein and for the use by Company of the streets, roads, highways, alleys, public ways and other real property owned or controlled by the Municipality, Company shall pay to Municipality a franchise fee equal to five percent (5\%) of Company's gross revenues less any amounts deemed uncollectable derived from the sale and distribution by Company of natural gas to residential and commercial customers within the city limits of the Municipality during the preceding calendar year. The Franchisee fee prescribed herein shall be paid to Municipality quarterly on or before the 30th day after the end of each calendar quarter after the effective date of the franchise. Payments at the beginning and end of the franchise shall be prorated.

The Municipality shall have access at all reasonable times, upon reasonable advance notice, to the relevant books of the Company for the purpose of ascertaining the amount of franchise fee due the Municipality. The Company shall furnish quarterly to the Municipality a report showing the amount of gross revenues from Company's sale of gas within the Municipality with the franchise fee payment.

The franchise fee provided herein, together with any and all charges of the Municipality for water, sewage and garbage services provided by the Municipality to Company, any and all sales taxes collected by Company, and any and all ad valorem taxes assessed by the Municipality against Company's property, shall constitute the only amounts for which Company shall be obligated to pay to the Municipality and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Municipality, currently or in the future, may charge Company or assess against Company's property.

SECTION III. If during the term of this franchise the boundaries of the Municipality are expanded, then any extension of service to the newly incorporated areas by the Company shall be subject to the terms and conditions of this grant. The Municipality will promptly notify Company in writing of any geographic areas annexed by the Municipality during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Company by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Company may reasonably require in order to ascertain whether there exist any customers of Company receiving natural gas service in said annexed area. To the extent there are such Company customers therein, then the gross revenues of Company derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Company's billing cycle immediately following Company's receipt of the Annexation Notice. The failure by the Municipality to advise Company in writing through proper Annexation Notice of any geographic areas which are annexed by the Municipality shall relieve Company from any obligation to remit any franchise fees to Municipality based upon gross revenues derived by Company from the sale and distribution of natural gas to customers within the annexed area until Municipality delivers an Annexation Notice to Company in accordance with the terms hereof.

SECTION IV. All gas mains, service pipes, fixtures, facilities and other appliances so laid, constructed and maintained by virtue of this Ordinance, shall be so laid, constructed and maintained in accordance with all applicable engineering codes adopted or approved by the natural gas distribution industry and/or engineering profession and in accordance with any applicable Statutes of the State of Georgia and the Rules and Regulations of the Georgia Public Service Commission or of any other governmental regulatory commission, board or agency
having jurisdiction over the Company. Said facilities shall be constructed so as not to interfere with the drainage of said Municipality or unreasonably interfere with or damage any sewer or any other improvement which said Municipality has heretofore made or may hereafter make in, upon or along any highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground, or unnecessarily impede or obstruct such highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of said Municipality; and shall conform to the grade as then or hereafter established. The Company agrees to attempt to utilize known right-of-way whenever practical before resorting to right of condemnation to which the Company may be entitled to utilize by law.

SECTION V. When the streets, avenues, alleys and other public ways are opened, or any other opening is made by the Company within the Municipality, whether the same be made for the purpose of laying, constructing, replacing or repairing the mains, pipes and other appliances and fixtures of the Company, the Company shall place and maintain necessary safety devices, barriers, lights and warnings to properly notify persons of any dangers resulting from such entrances, and shall comply with applicable safety regulations required by federal, state and local laws.

SECTION VI. In the event it becomes necessary or expedient for the Municipality to change the course or grade of any highway, street, avenue, road, alley, way, parkway, or other public ground in which the Company is maintaining gas mains, pipes or other appliances and fixtures, then, upon the written request of the Municipality, the Company will remove or change the location or depth of such mains, pipes or other appliances and fixtures, as necessary to conform to the proposed street alteration. To the extent Company has any right of reimbursement under applicable federal or state law for any relocation of its facilities hereunder, Company may seek such reimbursement from any parties obligated therefor; provided, however, that nothing herein shall be construed as obligating Municipality for such reimbursement unless expressly provided by applicable law or agreement of the parties.

SECTION VII. Whenever the Company wishes to enter upon any highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground for the purpose of constructing, replacing or repairing any gas mains, pipes, or other facilities, it will notify the Municipality and file a plan or map of the proposed work, if practicable, before commencing same. Whenever any highway, street, avenue, road, alley, lane, way, utility easement, parkway or other public way shall be entered, dug up or disturbed by the Company, the Company shall, at its expense and as soon as possible after the work is completed, restore such highway, street, avenue, road, alley, lane, way, utility easement, parkway, or other public ground in as good condition as existed before
the work was done and to the reasonable satisfaction of the Municipality. In the event the Company shall fail to fulfill its obligations under this Section, the Municipality, after giving the Company reasonable written notice, and failure of the Company to make such repairs or restoration, may make the necessary restoration or repairs itself and the Company shall be liable for the cost of same.

The provisions of this Section shall not be applied or interpreted in such a way as to prevent or delay Company work that may be required as a result of any emergency, leak or other immediate hazard or danger. Likewise, the provisions of this Section anticipate that the Company shall not be unreasonably denied permission to perform necessary work.

SECTION VIII. The Company shall at all times indemnify and hold harmless the Municipality from and against any and all lawful claims for injury to any person or property by reason of the Company or its employees' failure to exercise due care and diligence in and about the installing and maintenance of said system, guarding trenches and excavation while said system is being installed or subsequent extensions, repairs or alterations are being made or generally in the operation and maintenance of said system, provided the Company shall have been notified in writing of any claim against the Municipality on account thereof, and. shall have been afforded the opportunity fully to defend the same.

SECTION IX. The Municipality and the Company hereby agree that this Ordinance shall from time to time be subject to rules and regulations adopted by the Company and approved by the Georgia Public Service Commission or any other regulatory body having jurisdiction thereof during the term of this Ordinance, and shall also be subject to all Rules and Regulations adopted and approved by the Georgia Public Service Commission or any other regulatory body and that all such Rules and Regulations shall be and become a part of this Ordinance to the same extent and with the same effect as if said Rules and Regulations were herein set out in full. The Company shall not be obligated or required to make any extension of distribution mains or service lines except in accordance with the provisions relating thereto adopted or approved by the Georgia Public Service Commission, or any other regulatory body having jurisdiction thereof during the term this Ordinance.

SECTION X. Nothing herein contained shall be construed as preventing the Company from installing, placing, replacing, taking up, repairing or removing gas pipes, mains, service pipes or other devices for furnishing gas services, from using any easements for gas service which are shown on any plats of any portion of said Municipality heretofore or hereafter platted or recorded or any such easement which may hereafter be created, granted or dedicated for any such utility purposes by any person, firm or corporation whatsoever.

## 3

- Page 106 -

SECTION XI. If any section, or portion of any section, of this Ordinance shall hereafter be declared or determined by any court of competent authority to be invalid, the Company and the Municipality at their election may ratify or conform the remaining portions of this Ordinance, and upon such ratification or confirmation the remaining portions of this Ordinance shall remain in full force and effect.

SECTION XII. The Company shall, within ninety (90) days after the passage of the Ordinance, file with the City Clerk or other appropriate official of the Municipality its unconditional acceptance, signed by its President or Vice President, of the terms and conditions of this Ordinance. After filing of such acceptance, this Ordinance shall constitute a contract between the parties thereto and shall, subject to the rights and powers vested in the Georgia Public Service Commission or such other regulatory body of the State of Georgia as may hereafter succeed to the rights and powers of the Georgia Public Service Commission or as may exercise statutory jurisdiction of gas companies furnishing gas service in the State of Georgia, be the measure of the rights, powers, obligations, privileges and liabilities of said Municipality and of said Company. The Company, by its acceptance of the provisions of this ordinance, binds itself to provide the necessary gas service contemplated in this ordinance, continuing without substantial interruption, except for the cause beyond its control, until the expiration of the term of this grant. In the event that said Company fails to file said written acceptance within the time hereinbefore specified, this grant shall be void and of no effect.

SECTION XIII. Company shall not be required to perform any covenant or obligation in this Ordinance, or be liable in damages to Municipality, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by the other party. An "act of God" or "force majeure" is defined for purposes of this Ordinance as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, and/or any other cause not reasonably within the control of Company or which by the exercise of due diligence Company is unable wholly or in part, to prevent or overcome.

SECTION XIV. All the privileges given and obligations created by this Ordinance shall be binding upon the successors and assigns of the Company.

SECTION XV. This franchise agreement shall become effective upon the date of the company's execution of the Acceptance as set forth below .

TO: Columbus, Georgia, a consolidated government in Muscogee County, Georgia

The undersigned, Liberty Utilities (Peach State Natural Gas) Corp., a corporation organized and existing under the laws of the State of Georgia, hereby unconditionally accepts the terms and conditions of Ordinance No. $\qquad$ adopted by the Columbus Council, on $\qquad$ , entitled:
"An ordinance granting to liberty utilities (peach state natural gas) corp., its successors and assigns, a franchise to provide the consolidated government of Columbus, Muscogee County, Georgia, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the consolidated government of Columbus, Muscogee County, Georgia; and for other purposes."

In Witness Whereof, Liberty Utilities (Peach State Natural Gas) Corp. has caused this instrument to be signed by an officer, on this $\qquad$ day of $\qquad$ , 20
$\qquad$ .

Liberty Utilities (Peach State Natural Gas) Corp.

By: $\qquad$
Name: $\qquad$
Title: $\qquad$
Notary Public Seal
My Commission Expires: $\qquad$

## File Attachments for Item:

4. 1st Reading- REZN-11-21-2151:An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 1104 Leslie Drive / 3276 Victory Drive (parcel \# 044-001-007 / 044-001-010 / 045-001-002 / 045-001-017) from RMF1 (Residential Multifamily 1) \& GC (General Commercial) Zoning Districts to PUD (Planned Use Development) Zoning District.(Planning Department and PAC recommend approval.(Councilor Woodson)

## COUNCIL STAFF REPORT

## REZN-11-21-2151

| Applicant: | Aaron \& Clements, Inc. |
| :---: | :---: |
| Owner: | Columbus Housing Initiative, Inc. |
| Location: | 1104 Leslie Drive |
| Parcel: | 004-001-007 / 004-001-010 / 045-001-002 / |
|  | 045-001-017 |
| Acreage: | 38.62 Acres |
| Current Zoning Classification: | GC (General Commercial) / |
|  | RMF1 (Residential Multifamily 1) |
| Proposed Zoning Classification: | PUD (Planned Use Development) |
| Current Use of Property: | Vacant / Mobile Home |
| Proposed Use of Property: | Afordable Single/Multifamily Family Housing |
| Council District: | District 7 (Woodson) |
| PAC Recommendation: | Approval based on the Staff Report and compatibility with existing land uses. |
| Planning Department Recommendation: | Approval based on compatibility with existing land uses. |
| Fort Benning's Recommendation: | N/A |
| DRI Recommendation: | N/A |
| General Land Use: | Consistent |
|  | Planning Area C |
| Current Land Use Designation: | Trailer Park |
|  | - Page 111 - |


| Future Land Use Designation: |  | Mixed Use |
| :---: | :---: | :---: |
| Compatible with Existing Land-Uses: |  | Yes |
| Environmental Impacts: |  | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required. |
| City Services: |  | Property is served by all city services. |
| Traffic Impact: |  | Average Annual Daily Trips (AADT) will decrease to 1,266 trips from 1,644 if used for residential use. The Level of Service (LOS) will remain at level B. |
| Traffic Engineering: |  | This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage. |
| Surrounding Zoning: | North <br> South <br> East <br> West | GC (General Commercial) <br> RMF2 (Residential Multifamily 2) <br> GC (General Commercial) <br> GC (General Commercial) |
| Reasonableness of Request: |  | The request is compatible with existing land uses. |
| School Impact: |  | N/A |
| Buffer Requirement: |  | N/A |
| Attitude of Property Owners: |  | Twenty-five (35) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received one (1) calls and/or emails regarding the rezoning. |
|  | Approval | 0 Responses |
|  | Opposition | 1 Responses |
| Additional Information: |  | N/A |
| Attachments: |  | Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Site Plan |



Item \#4.




REZONING TRAFFIC ANALYSIS FORM

TRIP END CALCULATION*

## ZONING CASE NO. <br> PROJECT <br> REZONING REQUEST

LAND USE
Trip Generation Land Use Code*
Existing Land Use
PUD - Number of Units for Single Family, Multi-Family, \& Senior Housing

Existing Trip Rate Unit
Proposed Trip Rate Unit

| Land Use | ITE <br> Code | Zone <br> Code | Quantity | Trip Rate | Total Trips |
| :---: | :---: | :---: | :---: | :---: | :---: |

Weekday
Saturday
PROPOSED ZONING (PUD)

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

## TRAFFIC PROJECTIONS

EXISTING ZONING (RMF1 \& GC)

| Name of Street | Victory Drive |
| :--- | ---: |
| Street Classification | Expressway |
| No. of Lanes | 6 |
| City Traffic Count (2020) | 27,400 |
| Existing Level of Service (LOS) | B |
| Additional Traffic due to Existing Zoning | 1,644 |
| Total Projected Traffic (2021) | 29,044 |
| Projected Level of Service (LOS)** | B |



## AN ORDINANCE

NO. $\qquad$

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 1104 Leslie Drive / 3276 Victory Drive (parcel \# 044-001-007 / 044-001-010 / 045-001-002 / 045-001-017) from RMF1 (Residential Multifamily 1) \& GC (General Commercial) Zoning Districts to PUD (Planned Use Development) 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 RMF1 (Residential Multifamily 1) \& GC (General Commercial) Zoning District to PUD (Planned Use Development) Zoning District.:

## Parcel One: (004-001-007)

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as "PARCEL 5000, 37.73+1- Ac.", as said parcel is shown upon that certain survey entitled "Replat for FBC Recovery, LLC, Part of Land Lots 9 \& 10, 7th District, Columbus, Muscogee County, Georgia", dated March 5, 2019, prepared by Moon, Meeks, Mason \& Vinson, Inc., and recorded in Plat Book 166, Page 49, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

## Parcel Two: (044-001-010 / 045-001-017)

All those lots, tracts and parcels of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as "'PARCEL B3, 0.14 Ac.' and 'PARCEL B4, 0.14 Ac.'", as said parcels are shown upon that certain survey entitled "Boundary Survey for Elliott Family Properties, LLC, Part of Land Lots 9 \& 10, 7th District, Columbus, Muscogee County, Georgia", dated August 18, 2017, prepared by Moon, Meeks, Mason \& Vinson, Inc., and recorded in Plat Book 165, Page 180, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

## Parcel Three: (045-001-002)

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being shown and designated as "0.613 Ac." upon that certain survey entitled "SURVEY OF PART OF LOTS 1, 2, 3 \& 4, BLOCK "D" AIRVIEW, LYING IN LAND LOT 9, 7TH DISTRICT, COLUMBUS, MUSCOGEE COUNTY, GEORGIA," dated November 21, 2018, prepared by Moon, Meeks, Mason \& Vinson, Inc., a copy of which is attached hereto as Exhibit "A-1" and by this reference made a part hereof, said 0.613 Ac. parcel being more particularly described as follows:

To find the true point of beginning, commence at an iron stake located at the intersection of the southern right of way line of Victory Drive and the southern right of way line of Leslie Drive and run thence south 46 degrees 55 minutes 36 seconds west along said Leslie Drive right of way line for a distance of 190.0 feet to an iron stake which marks the TRUE POINT OF BEGINNING of the property described herein; from said TRUE POINT OF BEGINNING, run thence south 43 degrees 02 minutes 00 seconds east for a distance of 175.0 feet to an iron stake; run thence north 46 degrees 55 minutes 36 seconds east a distance of 190.0 feet to an iron stake located on the southern right of way line of Victory Drive; run thence south 43 degrees 02 minutes 00 seconds east along said Victory Drive right of way line for a distance of 25.0 feet to an iron stake; run thence south 46 degrees 55 minutes 36 seconds west for a distance of 300.0 feet to an iron stake; run thence north 43 degrees 02 minutes 00 seconds west for a distance of 200.0 feet to an iron stake located on the southern right of way line of Leslie Drive; run thence north 46 degrees 55 minutes 36 seconds east along said Leslie Drive right of way line for a distance of 110.0 feet to the iron stake which marks the TRUE POINT OF BEGINNING of the property described herein.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the
$\qquad$ day of $\qquad$ , 2022; introduced a second time at a regular meeting of said Council held on the $\qquad$ day of $\qquad$ , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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<br>Clerk of Council

## B. H. "Skip" Henderson, III <br> Mayor

## File Attachments for Item:

5. 1st Reading- REZN-11-21-2155: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 7217 Warm Springs Road (parcel \# 109-001-008A) from GC (General Commercial) Zoning District to RMF2 (Residential Multifamily 2) Zoning District.(Planning Department and PAC recommend approval) (Mayor Pro Tem)

## COUNCIL STAFF REPORT

## REZN-11-21-2155

| Applicant: | Fuller Psalmond Investments, LLC |
| :--- | :--- |
| Owner: | Phillip Psalmond, Cain Fuller, Steve Fuller |
| Location: | 0 Warm Springs Road |
| Parcel: | $109-001$-008A |
| Acreage: | 5.37 Acres |
| Current Zoning Classification: | GC (General Commercial) |
| Proposed Zoning Classification: | RMF2 (Residential Multifamily 2) |
| Current Use of Property: | Wood Lot / Vacant |
| Proposed Use of Property: | Multifamily Apartments |
| Council District: | District 6 (Allen) |
| PAC Recommendation: | compatibility with existing land uses. |
| Planning Department Recommendation: | Approval based on compatibility with existing land |
| uses. |  |
| Fort Benning's Recommendation: | N/A |
| DRI Recommendation: | N/A |
| General Land Use: | Inconsistent |
| Current Land Use Designation: | Vacant / Undeveloped |


| Future Land Use Designation: |  | Parks / Recreation / Conservation |
| :---: | :---: | :---: |
| Compatible with Existing Land-Uses: |  | Yes |
| Environmental Impacts: |  | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required. |
| City Services: |  | Property is served by all city services. |
| Traffic Impact: |  | Average Annual Daily Trips (AADT) will decrease to 499 from 3,123 trips if used for commercial use. The Level of Service (LOS) will remain at level B. |
| Traffic Engineering: |  | This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage. |
| Surrounding Zoning: | North | SFR2 (Single Family Residential 2) |
|  | South | SFR1 (Single Family Residential 1) |
|  | East | RE1 (Residential Estate 1) |
|  | West | SFR3 (Single Family Residential 3) |
| Reasonableness of Request: |  | The request is compatible with existing land uses. |
| School Impact: |  | N/A |
| Buffer Requirement: |  | The site shall include a Category C buffer along all property lines bordered by the SFR3 zoning district. The 3 options under Category $C$ are: |
|  |  | 1) 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. |
|  |  | 2) $\mathbf{1 0}$ feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. |
|  |  | 3) $\mathbf{3 0}$ feet undisturbed natural buffer. |
| Attitude of Property Owners: |  | Thirty-five (35) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received five (5) calls and/or emails regarding the rezoning. |


| Approval | $\mathbf{0}$ Responses |
| :--- | :--- |
| Opposition | 5 Responses |

Additional Information:

Attachments:

A Public Meeting was held January 13, 2022, at the Psalmond Road Recreation Center to discuss this development. The developer answered all questions citizens of the surrounding area had. The Planning Department as well as Councilor Allen were in attendance.

Aerial Land Use Map
Location Map
Zoning Map
Existing Land Use Map
Future Land Use Map
Traffic Report
Site Plan





REZONING TRAFFIC ANALYSIS FORM


| Land Use | $\begin{aligned} & \text { ITE } \\ & \text { Code } \end{aligned}$ | Zone Code | Quantity | Trip Rate | Total Trips |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Daily (Existing Zoning) |  |  |  |  |  |
| Specialty Retail Center | 814 | GC | 5.37 Acres | 44.32 | 1,296 |
|  |  |  |  | 42.04 | 1,230 |
|  |  |  |  | 20.43 | 597 |
|  |  |  |  |  |  |
|  |  |  |  | Total | 3,123 |
| Daily (Proposed Zoning) |  |  |  |  |  |
| Apartment | 220 | RMF4 | 75 Units | 6.65 | 499 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | Total | 499 |

Weekday
Saturday
Sunday
TRAFFIC PROJECTIONS

Highway Capacities by Facility Type)

| Name of Street | Warm Springs Road |
| :--- | ---: |
| Street Classification | Undivided Arterial |
| No. of Lanes | 22 |
| City Traffic Count (2020) | 3,920 |
| Existing Level of Service (LOS)** | A |
| Additional Traffic due to Existing Zoning | 3,123 |
| Total Projected Traffic (2021) | 7,043 |
| Projected Level of Service (LOS)** | B |
| Note: ** Denotes Level of Service Based on National Standards for Different Facility Type (TABL |  |



## AN ORDINANCE

NO. $\qquad$

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 7217 Warm Springs Road (parcel \# 109-001-008A) from GC (General Commercial) Zoning District to RMF2 (Residential Multifamily 2) 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 describe below from GC (General Commercial) Zoning District to RMF2 (Residential Multifamily 2) Zoning District:

All that lot, tract or parcel of land situate, lying and being in Land Lot 63 of the 9th District of Columbus, Muscogee County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southerly line of Warm Springs Road and the westerly line of flat Rock Road from said point of beginning running thence in a southerly direction and along the westerly line of Flat Rock Road a distance of 407.98 feet to an iron pin; renning thence south 73 degrees $553 / 4$ minutes west a distance of 688.04 feet to an iron pin; running thence north 16 degrees 4114 minutes west a distance of 303.44 feet to an iron pin on the southerly line of Warm Springs Road; limning thence in an easterly direction and along the southerly line of Warm Springs Road a distance of 744.385 feet to the iron pin at the point of beginning.

Said property is designated as Lot No. 2 containing 5.373 acres and is as shown on a map or plat entitled Subdivision of Part of Lots $34 \& 63$, 9th District, Columbus, Muscogee County, Georgia, dated August 21, 1984 and made by Faircloth \& Associates, Civil Engineers-Land Surveyors, Columbus, Georgia, a copy of which is recorded in Plat Book 90, Page 9 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 8th_ day of February, 2022; introduced a second time at a regular meeting of said Council held on the $\qquad$ day of $\qquad$ , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ members of said Council.

Councilor Allen
Councilor Barnes
Councilor Crabb
Councilor Davis
Councilor Garrett
Councilor House
Councilor Huff
Councilor Thomas
Councilor Tucker
Councilor Woodson
voting $\qquad$
voting $\qquad$
voting $\qquad$
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voting $\qquad$
voting
voting
voting

Sandra T Davis
Clerk of Council
B. H. "Skip" Henderson, III

Mayor

## File Attachments for Item:

6. 1st Reading- REZN-12-21-2347:An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2807 Bradley Circle (parcel \# 007-006-015) from RMF2 (Residential Multifamily 2) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department and PAC recommend approval) (Councilor Woodson)

AN ORDINANCE
NO. $\qquad$

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 2807 Bradley Circle (parcel \# 007-006-015) from RMF2 (Residential Multifamily 2) Zoning District to SFR4 (Single Family Residential 4) 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 RMF2 (Residential Multifamily 2) Zoning District to SFR4 (Single Family Residential 4) Zoning District.


#### Abstract

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as ALL OF LOT NUMBERED EIGHT (8), BLOCK LETTERED " F ", as said lot is shown on a plat of survey prepared by Clarence J. White, Jr., Engineer, and recorded in Plat Book 9 , page 72, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia. Reference is hereby made to said plat for a more detailed description of said parcel, said map being entitled "Property Map, Columbus Manufacturing Co., dated February 2, 1953".


Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th day of February, 2022; introduced a second time at a regular meeting of said Council held on the $\qquad$ day of $\qquad$ 2022 and adopted at said meeting by the affirmative vote of $\qquad$ members of said Council.

Councilor Allen
Councilor Barnes
Councilor Crabb
Councilor Davis
Councilor Garrett
Councilor House
Councilor Huff
Councilor Thomas
Councilor Tucker
Councilor Woodson
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$

## Sandra T Davis

Clerk of Council

## B. H. "Skip" Henderson, III <br> Mayor

# COUNCIL STAFF REPORT 

## REZN-12-21-2347

| Applicant: | Historic Columbus Foundation |
| :--- | :--- |
| Owner: | LBE Properties, LLC |
| Location: | 2807 Bradley Circle |
| Parcel: | $007-006-015$ |
| Acreage: | 0.08 Acres |
| Current Zoning Classification: | RMF2 (Residential Multifamily 2) |
| Proposed Zoning Classification: | SFR4 (Single Family Residential 4) |
| Current Use of Property: | Vacant |
| Proposed Use of Property: | Single Family Residence |
| Council District: | District 7 (Woodson) |
| PAC Recommendation: | compatibility with existing land uses. |
| Planning Department Recommendation: | Approval based on compatibility with existing land |
| Fuses. |  |
| Furt Benning's Recommendation: | N/A |
| DRI Recommendation: | N/A Use Designation: |







REZONING TRAFFIC ANALYSIS FORM

210 \& 20 (RMF2)
Single Family Residential 4 - (SFR4)
RMF2 - Acreage converted to square footage. SFR4 - Number of lots

| Land Use | $\begin{array}{\|l\|} \hline \text { ITE } \\ \text { Code } \end{array}$ | Zone <br> Code | Quantity | Trip Rate | Total Trips |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Daily (Existing Zoning) |  |  |  |  |  |
| Apartment | 220 | RMF2 | 0.8 Acres | 6.65 | 3 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | Total | 3 |
| Daily (Proposed Zoning) |  |  |  |  |  |
| Single-Family Detached Housing | 210 | SFR4 | 1 Lot | 9.57 | 10 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total 10 |  |  |  |  |  |
|  |  |  |  |  |  |

Note: * Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers
TRAFFIC PROJECTIONS
ZONING CASE NO.
PROJECT
REZONING REQUEST

## LAND USE

Trip Generation Land Use Code*
Existing Land Use
Proposed Land Use
Existing Trip Rate Unit
Proposed Trip Rate Unit
TRIP END CALCULATION*


## File Attachments for Item:

7. 1st Reading- REZN-12-21-2348:An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 5339 Thomason Avenue (parcel \# 188-017-007) from SFR2 (Single Family Residential 2) Zoning District to NC (Neighborhood Commercial) Zoning District with conditions. Planning Department recommends conditional approval. PAC recommends approval)(Councilor Garrett)

## AN ORDINANCE

NO. $\qquad$

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at $\mathbf{5 3 3 9}$
Thomason Avenue (parcel \# 188-017-007) from SFR2 (Single Family Residential 2) Zoning District to NC (Neighborhood Commercial) Zoning District with conditions .

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

## Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from SFR2 (Single Family Residential 2) Zoning District to NC (Neighborhood Commercial) Zoning District with conditions.
"All that lot, tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia and being known and distinguished as PART OF LOT TWENTY-TWO OF THE J.B. THOMASON SUBDIVISION OF LOTS FOUR AND FIVE OF THE PREER LANDS, as the same appears on a map or plat of said Subdivision recorded in the Office of the Clerk of Superior Court, Muscogee County, Georgia, in Deed Book 106, Folio 151 and further recorded in Plat Book 81, Folio 30, in said Clerk's Office, and being more particularly described as follows:

BEGINNING at an iron stake located on the western line of Thomason Avenue, South 01 degree 44 minutes West, a distance of 98.2 feet from an iron stake located at the corner formed by the intersection of the said western line of Thomason Avenue with the southern line of 54th Street, and from said Point of Beginning, running thence South 01 degrees 44 minutes West, along the said western line of Thomason Avenue, a distance of 80.0 feet to an iron stake; thence running North 88 degrees 16 minutes West a distance of 183.85 feet to an iron stake; thence running North 01 degree 15 minutes East a distance of 80.0 feet to an iron stake, and thence running South 88 degrees 16 minutes East a distance of 184.52 feet to the point of beginning."

## Section 2.

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

1. Restricted to commercial parking and storage only.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th day of February, 2022; introduced a second time at a regular meeting of said Council held on the $\qquad$ day of $\qquad$ 2022 and adopted at said meeting by the affirmative vote of $\qquad$ members of said Council.

Councilor Allen
Councilor Barnes
Councilor Crabb
Councilor Davis
Councilor Garrett
Councilor House
Councilor Huff
Councilor Tucker
Councilor Thomas
Councilor Woodson
voting $\qquad$
voting
voting
$\qquad$
voting $\qquad$
voting $\qquad$
voting $\qquad$
voting
voting
voting
voting

Sandra T Davis
Clerk of Council
B. H. "Skip" Henderson, III

Mayor

# COUNCIL STAFF REPORT 

## REZN-12-21-2348

## Applicant:

Owner:
Location:
Parcel:
Acreage:
Current Zoning Classification:
Proposed Zoning Classification:
Current Use of Property:
Proposed Use of Property:

## Council District:

PAC Recommendation:

Planning Department Recommendation:

Fort Benning's Recommendation:

DRI Recommendation:

General Land Use:

LR Partners, LLC
Same

5339 Thomason Avenue
188-017-007
0.35 Acres

SFR2 (Single Family Residential 2)
NC (Neighborhood Commercial)
Vacant
Commercial Parking
District 8 (Garrett)
Approval based on the Staff Report and compatibility with existing land uses.

Conditional Approval based on compatibility with existing land uses. Those conditions are as follows:

1) Restricted to Commercial Parking and Storage only.

N/A
N/A

Inconsistent
Planning Area F

| Current Land Use Designation: |  | Single Family Residential |
| :---: | :---: | :---: |
| Future Land Use Designation: |  | Single Family Residential |
| Compatible with Existing Land-Uses: |  | Yes |
| Environmental Impacts: |  | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required. |
| City Services: |  | Property is served by all city services. |
| Traffic Impact: |  | N/A |
| Traffic Engineering: |  | This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage. |
| Surrounding Zoning: | North | GC (General Commercial) |
|  | South | SFR2 (Single Family Residential 2) |
|  | East | SFR2 (Single Family Residential 2) |
|  | West | NC (Neighborhood Commercial) |
| Reasonableness of Request: |  | The request is compatible with existing land uses. |
| School Impact: |  | N/A |
| Buffer Requirement: |  | The site shall include a Category $C$ buffer along all property lines bordered by the SFR2 zoning district. The 3 options under Category $C$ are: |
|  |  | 1) $\mathbf{2 0}$ feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. |
|  |  | 2) $\mathbf{1 0}$ feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. |
|  |  | 3) $\mathbf{3 0}$ feet undisturbed natural buffer. |
| Attitude of Property Owners: |  | Fifty (50) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received one (1) calls and/or emails regarding the rezoning. |

[^4]|  | Approval <br> Opposition |
| :--- | :--- |
| Additional Information: $\quad$$\mathbf{0}$ Responses <br> $\mathbf{1}$ Responses |  |
|  | Inspections \& Codes was contacted early <br> November 2021 by a citizen to report residential <br>  <br> Codes Director, Ryan Pruitt, met on site with the <br> citizen shortly after to discuss the issue. Inspection <br> \& Codes and the Planning Department met with <br> the property owners late November to discuss <br> options and start the rezoning process to bring the <br> property into compliance. |
| Attachments: | Aerial Land Use Map <br> Location Map |
| Zoning Map |  |
|  | Existing Land Use Map |
|  | Future Land Use Map |


Item \#7.


[^5]




## File Attachments for Item:

8. 1st Reading- An Ordinance enacting a districting plan for Columbus, Georgia's Council seats; and for other purposes. (continued on 1st Reading from 12-07-21 and 1-11-22)(Columbus Districting Commission)

## (AS AMENDED)

## AN ORDINANCE

NO. $\qquad$

An Ordinance enacting a districting plan for Columbus, Georgia's Council seats; and for other purposes.

WHEREAS, the Columbus Consolidated Government Districting Commission ("the Commission") dully organized and appointed according to Section 6-102 of the Charter of Columbus, Georgia, has submitted its report reapportioning Council District boundaries under the requirements of the Columbus Charter; and

WHEREAS, the report submitted by the Commission included a description of the Council Districts set forth herein, and a map of the districts which is of record with the Clerk of Council; and

WHEREAS, O.C.G.A. § 28-1-14.1 requires that local government districting plans be submitted to Georgia General Assembly's Office of Legislative Apportionment ("the State Office") for review and technical correction; and

WHEREAS, the State Office recommended certain changes to the report submitted by the Commission; and

WHEREAS, this Council agrees to incorporate certain technical corrections suggested by the State Office; and

WHEREAS, it is the duty of the Council of Columbus, Georgia to enact an ordinance to reapportion Council Districts under the Columbus Charter.

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

## SECTION 1.

This report and plan reapportioning Council Districts, submitted by the Columbus Consolidated Government Districting Commission is hereby accepted with certain modifications request by the State Office.

## SECTION 2.

The Council Districts shall be apportioned as set forth in the description attached as Exhibit A and as shown on the map attached as Exhibit "B", which Exhibits are incorporated herein and specifically made as a part of this ordinance.

## SECTION 3.

This ordinance shall be published according to Section 6-102 (3) and Section 3-206 of the Charter of Columbus, Georgia in its entirety, with descriptions of the Council Districts set forth and the map of said Council Districts attached and published.

## SECTION 4.

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

## SECTION 5.

In accordance with Section 6-102 (5), the plan adopted by this Ordinance shall not apply to any primary, regular or special election held within six (6) months of the effective date of this Ordinance.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of
$\qquad$ , 2021, introduced a second time at a regular meeting of said Council held on the
$\qquad$ day of $\qquad$ , 2022 and adopted at said meeting by the affirmative vote of
$\qquad$ 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<br>Clerk of Council

B.H. "Skip" Henderson, III
Mayor











Redistricfing 2021 | State Recommendations / Districi 8



## District 1

132150021001001
132150021001000
132150021001012
132150021002008
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132150021002012
132150106023009
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| 132150020001004 | 132150106051001 |
| 132150020002002 | 132150106023005 |
| 132150020002000 | 132150106023003 |
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| 132150028001008 | 132150021002024 |
| 132150020002018 | 132150021002017 |
| 132150020002015 | 132150105012027 |
| 132150020002014 | 132150105012026 |
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| 132150107022006 | 132150021002018 |
| 132150107022003 | 132150106023007 |
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| 132150107023029 | 132150106023000 |
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## District 2

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132150003001034
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132150003001019
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132150004002002
132150004002003
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132150002001024
132150002001016
132150002001013
132150002001014
132150002001015
132150002001025
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132150104013008
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132150002001019

## AN ORDINANCE

NO. $\qquad$

An Ordinance enacting the districting plan submitted by the Columbus Consolidated Government Districting Commission according to Section 6-102 of the Charter of Columbus, Georgia reapportioning Council District boundaries; and other purposes.

WHEREAS, the Columbus Consolidated Government Districting Commission dully organized and appointed according to Section 6-102 of the Charter of Columbus, Georgia, has submitted its report reapportioning Council District boundaries under the requirements of the Columbus Charter;

WHEREAS, the report includes a description of the Council Districts set forth herein, and a map of the districts which is hereto attached;

WHEREAS, it is the duty of the Council of Columbus, Georgia to enact this ordinance to reapportion Council Districts under the Columbus Charter.

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

## SECTION 1.

This report and plan reapportioning Council Districts, submitted by the Columbus Consolidated Government Districting Commission is hereby adopted according to the requirements of Section 6-102 of the Charter of Columbus, Georgia.

## SECTION 2.

The Council Districts shall be apportioned as set forth below and as shown on the map, hereto attached, which is incorporated herein and specifically made as a part of this ordinance.

## SECTION 3.

This ordinance shall be published according to Section 6-102 (3) and Section 3-206 of the Charter of Columbus, Georgia in its entirety, with descriptions of the Council Districts set forth and the map of said Council Districts hereto attached and published.

## SECTION 4.

That the Council Districts shall be described as shown in the attached Districting Plan.

## SECTION 5.

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

## SECTION 6.

In accordance with Section 6-102 (5), the plan adopted by this Ordinance shall not apply to any primary, regular or special election held within six (6) months of the effective date of this Ordinance.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of
$\qquad$ , 2021, introduced a second time at a regular meeting of said Council held on the
$\qquad$ day of $\qquad$ , 2022 and adopted at said meeting by the affirmative vote of
$\qquad$ members of said Council.

| Councilor Allen | voting |  |
| :--- | ---: | :--- |
| Councilor Barnes | voting | - |
| Councilor Crabb | voting | - |
| Councilor Davis | voting | - |
| Councilor Garrett | voting | - |
| Councilor House | voting | $\square$ |
| Councilor Huff | voting | - |
| Councilor Thomas | voting | - |
| Councilor Tucker | voting | - |
| Councilor Woodson | voting | - |

Sandra T. Davis
Clerk of Council
B.H. "Skip" Henderson, III

Mayor

PREPARED FOR THE MAYOR AND CITY COUNCIL OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA BY THE COLUMBUS CONSOLIDATED GOVERNMENT DISTRICTING COMMISSION

December 6, 2021

## ntroduction

This report summarizes the 2021 Districting Plan for Columbus, Georgia Council District
Boundaries. The Columbus Consolidated Government Districting Commission utilized 2020 Boundaries. The Columbus Consolidated Government Districting Commission utilized 2020 population of Muscogee County into eight (8) equally populated Council Districts. In addition, the 2021 Districting Plan increases the minority population in each Council District.
Background
Within six (6) months, after the publication of each federal census of population of Columbus,
 following specifications:
Each district shall be formed of contiguous, and to the extent reasonably possible,
compact territory, and its boundary lines shall be the center lines of streets or other well-defined boundaries; and

- Each district shall contain as nearly as is reasonable the same population.
further consideration guiding the Districting Commission is the need for final approval of the Districting Plan by the Georgia Legislative and Congressional Reapportionment Office. Said Office requires the following traditional redistricting principles:
- Compactness


## Communities of interest

Incumbent protection
During September 2021, the 2020 Census figures were supplied to the City of Columbus for districting purposes under the United States Public Law 94-171. These figures are on file at the
In accordance with the Charter, the Districting Commission was formed for the purpose of preparing a new Districting Plan based on 2020 Census data. Appendix A illustrates a list of committee members serving on the Districting Commission. The 2021 Districting Plan will be submitted to and approved by the Georgia Legislative and Congressional Reapportionment
Office prior to adoption of this plan by the City Council.
$9 \%$ for a total of 199,814.
Table 1 also shows considerable changes in the race composition of Muscogee County. The decline in the white 222 (6\%). The minority population exhibited significant

Dividing the 2020 Columbus total population of 199,814 into eight (8) Council Districts equals an ideal population of 24,977 people per Council District. Each District was not able an ideal recommends a variance or allowance of + or $-1 \%$. A variance of $250+$ or - is acceptable. The population range for each district is 24,727 to 25,227

## Recommended Districting Plan

In developing the 2021 Districting Plan, the imbalance due to population shifts among the
districts was clearly recognized. As the following proposed district maps show, Council Districts
2,4 , and 6 are over target and Council Districts 1,5, 7 , and 8 are under target. Council District 3
is on target. However, all Council Districts are within $1 \%$ of each other. In order to ensure that
all of the eight districts were equally balanced and fall within the ideal population range, it was
necessary to adjust the existing district boundaries. The population totals within the present
districts and the boundary alignments among districts were taken into consideration to avoid
diluting the minority population and keeping incumbents safe. Appendix B provides a legal
description of the revised Council District boundaries.






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Present Action
Under Section 6-102 of the City Charter, the Columbus City Council has six (6) months to enact
the proposed Districting Plan by ordinance. As with any proposed ordinance, the Council may
modify the proposed council districts provided the requirements of this section of the City
Charter are met. If the proposed Districting Plan is not approved within six months, the
proposed Districting Plan becomes enacted.
Future Action
The enacted Districting Plan must be submitted to the Georgia Legislative and Congressional
Reapportionment Office for preclearance in advance of Council approval. The first reading of
the ordinance will be Tuesday, December 7,2021 at 9 AM. The second reading of the
ordinance will not be heard until the Georgia Legislative and Congressional Reapportionment
Office approves the proposed districting maps. Due to Charter requirements of Section 6-102
(5), all Councilors up for reelection in 2022 will run in their 2011-approved districts.


$$
\begin{aligned}
& \begin{array}{c}
\text { U. D. Roberts } \\
\text { 6850 Ranch Forest Drive } \\
\text { Columbus, Georgia } 31904 \\
\text { David Rohwedder } \\
\text { 2301 Slate Drive } \\
\text { Columbus, Georgia } 31906 \\
\text { Edwin Roldan } \\
7152 \text { Willow Oak Drive } \\
\text { Columbus, Georgia 31909 } \\
\text { Connie Smith } \\
\text { 5600 Jamestown Drive } \\
\text { Columbus, Georgia } 31909 \\
\text { Sue Smith } \\
875 \text { Graystone Drive } \\
\text { Columbus, Georgia } 31904 \\
\text { Gloria Strode } \\
6904 \text { Pebble Court } \\
\text { Columbus, Georgia } 31907 \\
\text { Carl Jerome Williams } \\
815 \text { 6 th Avenue } \\
\text { Columbus, Georgia } 31901 \\
\text { Judge Marc D'Antonio } \\
\text { P.O. Box } 1340 \\
\text { Columbus, Georgia } 31902
\end{array} \\
& \begin{array}{c}
\text { Katie Bishop } \\
137^{\text {th }} \text { Street } \\
\text { Columbus, Georgia } 31901 \\
\text { Richard Boren } \\
7555 \text { Jenkins Road } \\
\text { Upatoi, GA } 31829 \\
\text { Henriette Cain } \\
118 \text { Bedford Avenue } \\
\text { Columbus, Georgia } 31907 \\
\\
\text { Barbara Chambers } \\
\text { 670 Parkchester Drive } \\
\text { Columbus, Georgia 31906 } \\
\text { Oscar Daise } \\
748 \text { Quail Creek Drive } \\
\text { Columbus, Georgia } 31907 \\
\text { Wayne Hailes } \\
1705 \text { Mazor Drive } \\
\text { Columbus, Georgia } 31907 \\
\text { Byron Hickey } \\
532 \text { Honolulu Drive } \\
\text { Columbus, Georgia } 31906 \\
\text { Dominick Perkins } \\
1346 \text { Virginia Street } \\
\text { Columbus, Georgia } 31901 \\
\text { Mary Sue Polleys } \\
1815 \text { Stark Avenue } \\
\text { Columbus, Georgia } 31906
\end{array}
\end{aligned}
$$

COLUMBUS CONSOLIDATED GOVERNMENT STAFF MEMBERS

APPENDIX B
ADOPTING ORDINANCE AND LEGAL
DESCRIPTION


AN ORDINANCE
NO.
 COMMISSION ACCORDING TO SECTION 6-102 OF THE CHARTER OF

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WHEREAS, the report includes a description of the Council Districts set forth herein, and a map of the districts which is hereto attached;

WHEREAS, it is the duty of the Council of Columbus, Georgia to enact this ordinance to reapportion Council Districts under the Columbus Charter.

NOW THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY
ORDAINS: SECTION 1.

## This report and plan reapportioning Counci Districts, submitted by the 

 SECTION 2. SECTION 3.

 SECTION 4.

That the Council Districts shall be described as shown in the attached Districting

$$
\begin{aligned}
& \qquad \text { SECTION } 5 \text {. } \\
& \text { All ordinances or parts of ordinances in conflict with this ordinance are hereby } \\
& \text { repealed. }
\end{aligned}
$$

息

## SECTION 6

In accordance with Section 6-102 (5), the plan adopted by this Ordinance shall
not apply to any primary, regular or special election held within six (6) months of the effective date of this Ordinance.

 meeting by the affirmative vote of members of said Council.

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District 2 Tract: 4
Block(s): $1000,1002,2014$
Tract: 102.05
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,2000,2001,2002,2003,2004,2006,2007$,
2008, $2009,2010,2011,2013,2014,2015,2016,2017,2019$
Tract: 102.06
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,2000,2001,2002,2003$
Tract: 102.07
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,2000,2001,2002,2003$,
2004, $2005,2006,2007,2008,2009,2010,2011,2012,2013,2014,2015,2016,2017,2018,2019$
Tract: 102.09
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
$1015,1016,1017,1018,1019,1020,1021,1022,1023,2000,2001,2002,2003,2004,2005,2006,2007$,
$2008,2009,2010,2011,2012,2013,2014,2015,2016,2017,2018,2019,2020,2021,2022,2023,2024$,
$2025,2026,2027,2028,2029,2030,2031,2032,2033,2034$.
 Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,2000,2001$,
$2002,2003,2004,2005,2006,2007,2008,2009,2010,2011,2012,2013,2014,2015,2016,2017,2018$ 2019, 2020, 2021, 2022, 2023, 2024, 2028, 2029

[^6] 1040, 1041, 1042, 1043, 1044
District 3
Tract: 11
Block(s): 1022, 1023, 1024, 1026, 1027, 1028, 1029, 1031
Tract: 12 lock(s): 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017,



## Tract: 27 Block(s): 2000, 2001

Tract: 28


Block(s): 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 3015, 3016, 301
 $2004,2005,2006,2007,2008,2009,2010,2011,2012,2013$
$3002,3003,3004,3005,3006,3007,3008,3009,3010$

[^7] 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024


Tract: 34
Block(s): 1008, 3000, 3016

[^8]District 4
Tract: 105.02
Block(s): $1002,1003,1004,1005,1014,1015,1016,1017,1018,1019$
Tract: 106.05
Block(s): $1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014,1015,1016,2000,2001$,
2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018,
2019, 2020
Tract: 106.06
Block(s): $1001,1002,1004,1005$
Tract: 106.07
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,2000,2001,2002,2003,2004,2005,2006$,
2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 3000, 3001,
3002, $3003,3004,3005,3006,3007,3008,3009,3010,3011,3012,3013,3014$
Tract: 106.08
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
1015, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015,
2016, $2017,2018,2019,2020,2021,2022$
Tract: 107.01
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
$2000,2001,2002,2003,2004,2005,2006,2007,2008,2009,2010,2011,2012,2013,2014,2015,2016$,
$2017,2018,2019,2020,3000,3001,3004,3005,3006,3007,3008,3009,3010,3011,3012,3013,3023$,
$3024,3025,3026,3028,3029,3030,3031,3032,3033$
Tract: 107.02
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,2000,2001,2008,2009,2010$,
$2011,2012,2017,2018,2019,2020,2021,2022,2023$
District 5
Tract: 10
Block(s): 1000, 1001, 1002, 1003, 1006, 1007, 1008, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017,
 3015, 3016,
Tract: 11
Block(s): $1000,1001,1002,1003,1004,1007,1008,1009,1010,1011,1012,1016,1017,1018,1019$,
1020, 1021, 1025, 1030
Tract: 101.06
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,2007,2008,2009,2010,2011,2012$,
$2013,2014,2015,2016,2018,2019,2020,2021,2022,2023,2024,3000,3001,3002,3003,3004,3005$,

Tract: 101.08
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,2000,3001,3002,3003,4000,4001$,

[^9]> Block(s): $1002,1003,1004,1005,1006,1010,1011,1012,1013,3004,3009,3010,3011,3012,3013$, $3014,3015,3016,3017,3018,3019,3020,3021,3022$

## Tract: 102.05 Block(s): 2012, 2018, 2020, 2021

## ract: 104.01

Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
$1015,1016,2000,2001,2003,2005,2007,2008,2009,2010,2011,2012,2013,2014,2015,2016,2022$,
Tract: 104.02

District 6
Tract: 101.06
Block(s): $2000,2001,2002,2003,2004,2005,2006,2017$
Tract: 101.08
Block(s): 3000
Tract: 101.09
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$
Tract: 101.10
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
$1015,1016,1017,1018,1019,1020,1021,1022,1023,1024,1025,1026,1027,1028,1029,1030,1031$,
Tract: 101.11
$\operatorname{Block}(\mathrm{~s}): 1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,
 $1032,1033,1034,1035,1036,1037,1038,1039,1040,1041,1042,2000,2001,2002,2003,2004,2005$,
$2006,2007,2008, ~ 2009, ~ 2010, ~ 2011, ~ 2012, ~ 2013, ~ 2014, ~ 2015, ~ 2016, ~ 2017, ~ 2018, ~ 2019, ~ 2020, ~ 2021, ~ 2022, ~$ $2023,2024,3000,3001,3002,3003,3004,3005,3006,3007,3008,3009,3010,3011,3012,3013,3014$,
$3015,3016,3017,3018,3019,3020,3021,3022,3023,3024,3025,3026,3027,3028,3029,3030,3031$, $3015,3016,3017,3018,3013$,
$3032,3033,3034,3035,3036$

[^10]Tract: 108.02
Block(s): 1010,
Block(s): 1010, 1011, 1016, 1019, 1020, 1021, 1022, 1023, 1024, 1059, 1179, 1180, 1181, 1182, 1183
District 7
Tract: 8 Block(s): 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027
Tract: 12
Block(s): $1017,1035,1036,3002,3003,3004,3005,3006,3007,3008,3009,3010,3011,3012,3013$,
$3014,3015,3016,3017,3018,3019,3020,3021$

 2031, 2032, 2033, 2034
Tract: 16
Block(s): $1002,1003,1004,1005,1006,1007,1009,1010,1011,-1012,1013,-1014,1015,1019,1020$,




 Tract: 24
Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,1013,1014$,



[^11]District 8

 LEOI

 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054




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## Tract: 10 Block(s): 1004, 1005, 1009

Block(s): $1005,1006,1013,1014,1015,2000,2001,2002,2003,2004,2005,2006,2007,2008,2009$,
$2010,2011,2012,2013,2014,2015,2016,2017,2018,2019,2020,2021,2022,2023,2024,2025,2026$

[^12] 1033, 1034, 1037, 1038, 1039, 1040, 1041, 2000, 2001, 2002
Tract: 16
Block(s): 1000, 1001, 1008, 1016, 1017, 1018, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008,
2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 Tract: 102.05
Block(s): 2005
Tract: 103.03
Block(s): $2025,2026,2027$
Tract: 103.04
Block(s): $1011,1023,1024,1032,1033,1037,1038,1039$
Tract: 104.01 Block(s): 2002, 2004, 2006, 2017, 2018, 2019, 2020, 2021, 2024, 2025, 2026, 2027, 2028, 2029, 2030,
$2031,2032,2033,3000,3001,3002,3003,3004,3005,3006,3007,3008,3009,3010,3011,3012,3013$ $3014,3015,3016,3017,3018,3019,3020,3021,3022,3023,3024,3025,3026,3027,3028,3029,3030$ 3031, 3032, 3033, 3034
Tract: 104.02
Block(s): $1.002,1005,1006,1007,1008,1010,1011,1014,1015,-1016,1017,1018,1019$
Tract: 111

## Block(s): 2000, 2001, 2002

Tract: 112
Block(s): 1000


## File Attachments for Item:

9. A Resolution authorizing Sunday sales of alcoholic beverages at all on-premises locations within Columbus on Sunday, February 13, 2022. (Mayor Pro-Tem)

NO.

## A RESOLUTION AUTHORIZING SUNDAY SALES OF ALCOHOLIC BEVERAGES AT ALL ON-PREMISES LOCATIONS WITHIN COLUMBUS ON SUNDAY, FEBRUARY 13, 2022.

WHEREAS, the NFL Super Bowl game will take place on Sunday, February 13, 2022; and
WHEREAS, the owners of various establishments licensed for the on-premises sale of mixed drinks, beer and wine would lose a significant revenue opportunity if they were not able to be open to provide Super Bowl watching events; and

WHEREAS, Official Code of Georgia Annotated §3-3-7(r) authorizes local governments to designate by resolution one Sunday during each calendar year for lawful sale and consumption of mixed drinks, beer and wine on premises where Sunday service would not otherwise be permitted under State law.

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

Pursuant to the authority granted by O.C.G.A. §3-3-7(r), this Council designates February 13, 2022, as the Sunday during calendar year 2022 during which all holders of an on-premises local alcohol license may be open and sell and serve all alcoholic beverages which they are otherwise licensed to sell. In accordance with state law, hours of service shall begin at 12:30 P.M. and continue until 12:00 midnight, and all patrons will vacate the premises within 20 minutes thereafter in accordance with Columbus Code Section 3-12(f).

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $8^{\text {th }}$ day of February, 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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
$\qquad$
$\qquad$ -.
$\qquad$ -
$\qquad$ -.
$\qquad$ -
$\qquad$ -

## File Attachments for Item:

10. A Resolution of the Council of Columbus, Georgia authorizing the preparation of a Notice of Sale, a Preliminary Official Statement, the acceptance of bids for the sale of General Obligation Sales Tax Bonds, Series 2022, and for other purposes. (Mayor Pro-Tem)

## RESOLUTION

NO. $\qquad$

## A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE PREPARATION OF A NOTICE OF SALE, A PRELIMINARY OFFICIAL STATEMENT, THE ACCEPTANCE OF BIDS FOR THE SALE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022, AND FOR OTHER PURPOSES

WHEREAS, the Council of Columbus, Georgia (the "Council") the governing body of Columbus, Georgia ("Columbus"), a consolidated city-county government with powers and jurisdiction throughout the territorial limits of Muscogee County (the "County"); adopted a resolution on July 27, 2021, to impose, levy, and collect a special county 1 percent sales and use tax ( the "Special Sales Tax" or "SPLOST") for various capital outlay projects, as authorized by Article III of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Act"), conditioned upon approval by a majority of the qualified voters residing within the special taxing district, corresponding with and coterminous with the geographical boundaries of Muscogee County, voting in a referendum thereon to be held on November 2, 2021 ( the "Election"); and

WHEREAS, a majority of the qualified voters of Muscogee County voting in the Election voted in favor of the imposition of Special Sales Tax for the raising of not more than $\$ 400,000,000$ for Judicial Facilities; Roads, Streets, and Bridge Improvements; Trails and Sidewalks; Storm Water Projects; Parks and Recreation; Golf Facilities; Public Safety; General Government Vehicles and Equipment; Technology Enhancements; Columbus Ironworks Convention and Trade Center Improvements; Civic Center Improvements; Economic Development; and

WHEREAS, such vote shall also constitute approval of the issuance of general obligation debt of Columbus, Georgia in the maximum principal amount of \$200,000,000 ( the "Bonds") for the purpose of acquiring, constructing and equipping said Judicial Facilities; and

WHEREAS, Council has determined that it is in the best interest of Columbus and its citizens to proceed with the issuance of $\$ 150,000,000$ of the general obligation debt so approved by issuing its Columbus, Georgia General Obligation Sales Tax Bonds, Series 2022 (the "Series 2022 Bonds") on or about March 8, 2022, in accordance with a financing schedule prepared by Davenport \& Company, as financial advisors to Columbus (the "Financial Advisors"); and

WHEREAS, it is necessary and proper that Council authorize and direct its officers and agents to take such actions as are necessary to assure the marketing and sale of the Series 2022 Bonds, while reserving to itself the right to issue all or a portion of the remaining $\$ 50,000,000$ of Bonds approved at said Election.

## NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The issuance of Bonds having been duly approved, ratified and confirmed, statutory notice to that effect was served upon the Acting District Attorney of the Chattahoochee Judicial Circuit of Georgia, and said Acting District Attorney filed a validation petition in
accordance with Georgia Law, which Columbus through its City Attorney responded to by filing an answer verified by the Mayor admitting the allegations of the petition and requesting that the Bonds be properly validated. At the conclusion of a hearing held in the Superior Court of Muscogee County on February 7, 2022 the court entered and order validating the results of the Election and the Bonds.
2. The Finance Director is authorized and directed to immediately prepare and distribute with the assistance of the Financial Advisors an Official Notice of Sale to prospective purchasers and to review and accept the best bid for the purchase of the Series 2022 Bonds on or about February 22, 2022, subject to final acceptance by Council.
3. The Finance Director, City Manager, Deputy City Manager, and other officials of Columbus are authorized and directed to provide such financial or other information relating to Columbus as shall be necessary in connection with the preparation of a Preliminary Official Statement relating to the Series 2022 Bonds, and the Mayor or Mayor Pro-tem is authorized to execute the final Official Statement to be prepared in connection with the offering, sale and delivery of the Bonds. The City Manager, Deputy City Manager or Finance Director is authorized to execute and deliver a certificate to "deem final" the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12.
4. Gray Pannell \& Woodward, LLP, is authorized to act as bond counsel and disclosure council for Columbus in connection with the sale and delivery of the Series 2022 Bonds.
5. The Mayor, City Manager, Deputy City Manager, Finance Director, Clerk of Council, City Attorney, and other proper officers and agents of Columbus are hereby authorized to take any and all further actions as may be required in connection with the sale and delivery of the Series 2022 Bonds. Council reserves the right to issue all or a portion of the remaining Bonds approved at said Election.

Introduced at a regular meeting of the Council of Columbus, Georgia on the 8th day of February, 2022 and adopted at said meeting by affirmative vote of $\qquad$ 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

## Resolution

## CLERK'S CERTIFICATE

I, the undersigned Clerk of the Council of Columbus, Georgia, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of Resolution No. approved and adopted by majority vote of said Council in public meeting assembled on February 8,2022 , the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.
(SEAL)
Sandra T. Davis, Clerk of Council

## File Attachments for Item:

11. A Resolution authorizing the execution of Federal Aviation Administration Airport Rescue Grant NO. 3-13-0035-052-2022. (Request of Columbus Airport Commission)

## RESOLUTION

NO.

## RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AVIATION ADMINISTRATION <br> AIRPORT RESCUE GRANT <br> GRANT NO. 3-13-0035-052-2022

A Resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government.

WHEREAS, the Columbus Airport Commission submitted an application pursuant to the Airports Coronavirus Response Grant Program to the FAA to assist with operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments; and

WHEREAS, by Grant Agreement dated January 24, 2022, a copy of which is attached hereto, the FAA has offered the sum of $\$ 1,258,021.00$; and

WHEREAS, because this is not an Airport Improvement Project grant, the Columbus Airport Commission is not obligated to contribute to any funding thereunder; and

WHEREAS, Columbus, Georgia, a Consolidated Government, is co-sponsor with the Columbus Airport Commission for this FAA grant and the execution of such Grant Agreement by Columbus, Georgia is necessary for the Columbus Airport Commission to receive the funding anticipated from the FAA; and

WHEREAS, the Columbus Airport Commission by resolution has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

WHEREAS, the Columbus Airport Commission has agreed in a separate Memorandum of Understanding with Columbus, Georgia that it will be responsible for performing all responsibilities assumed by all Sponsors signing the Grant Agreement and to indemnify and hold Columbus harmless for any liabilities associated with failure to perform the Sponsor Obligations under the Grant Agreement;
and
WHEREAS, Columbus, Georgia, deems it in the best interest of Columbus, Georgia, and the Columbus Airport Commission to accept the FAA's offer of funding; and

WHEREAS, said Grant Agreement must be accepted and executed by Columbus, Georgia, and the Columbus Airport Commission and returned to the FAA on or before February 25, 2022.

NOW, THEREFORE, be it resolved by the Council of Columbus, Georgia, and it is hereby resolved:

1. That Columbus, Georgia, a Consolidated Government, hereby authorizes the acceptance of the offer of a grant proposed by the FAA and hereby authorizes, approves, and ratifies the execution of the Grant Agreement among the FAA and the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government, as co-sponsors of the Columbus Airport, in the form presented to Council and made a part hereof by this specific reference; and
2. That the execution of the Grant Agreement referred to hereinabove, on behalf of said Columbus, Georgia, a Consolidated Government, by the Honorable Skip Henderson, as Mayor, and the Honorable Sandra T. Davis, as Clerk, and the impression of the official seal of Columbus, Georgia, a Consolidated Government, which shall be electronic pursuant to FAA execution requirements, is hereby authorized, adopted, approved, accepted, and ratified.
3. That Mayor is also authorized to enter into a Memorandum of Understanding with the Columbus Airport Commission in accordance with the terms set forth above.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the $\qquad$ day of February, 2022, and adopted at said meeting by the affirmative vote of $\qquad$ 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 $\qquad$ .
Councilor Tucker voting
Councilor Woodson voting $\qquad$

SANDRA T. DAVIS, CLERK OF COUNCIL
B. H. "SKIP" HENDERSON, III, MAYOR

|  |  | FAA ATL ADO |
| :--- | :--- | :--- |
| U.S. Department | Airports Division | Atlanta Airports District |
| of Transportation | Southern Region | Office: |
| Federal Aviation | Georgia, Puerto Rico, South Carolina, Virgin | 1701 Columbia Ave., Suite |
| Administration | Islands | 220 |
|  |  | College Park, GA 30337 |

## Airport Rescue Grant Transmittal Letter

January 24, 2022
Honorable Mr. Barker
3250 West Britt David Road
Columbus, GA, 31909

Honorable B.H. Henderson, III
100 10th Street
Columbus, GA 31901

Dear Mr. Barker, Mayor Henderson
Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-13-0035-052-2022 for Columbus Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:
a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than February 25, 2022 in order for the grant to be valid.
c. You may not make any modification to the text, terms or conditions of the grant offer.
d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR $\S 200.305$, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, Federal Financial Report
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart $F$ requires non-Federal entities that expend $\$ 750,000$ or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.
I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,


Larry Clark
Manager
U.S. Department of Transportation Federal Aviation Administration

## AIRPORT RESCUE GRANT

## GRANT AGREEMENT

Part I-Offer

Federal Award Offer Date January 24, 2022

Airport/Planning Area Columbus Airport

Airport Rescue Grant No. 3-13-0035-052-2022
Unique Entity Identifier 107532855

TO: Columbus Consolidated Government
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 21, 2021, for a grant of Federal funds at or associated with the Columbus Airport, which is included as part of this Airport Rescue Grant Agreement;
WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;
WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Columbus Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:
WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ( "ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).
WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Columbus incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,
THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay $100 \%$ percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106
This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

## CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is $\$ 1,258,021$, allocated as follows:

## \$1,258,021 ARPA KV2022

2. Grant Performance. This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
a. The Period of Performance:
3. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years ( 1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
4. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
b. The Budget Period:
5. For this Airport Rescue Grant is 4 years ( 1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
6. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
c. Close out and Termination.
7. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
8. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
9. Unallowable Costs. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
10. Indirect Costs - Sponsor. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
11. Final Federal Share of Costs. The United States' share of allowable Grant costs is $100 \%$.
12. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
13. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
14. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before February 25, 2022, or such subsequent date as may be prescribed in writing by the FAA.
15. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
16. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

## 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

## 16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
b. Require prime contractors to comply with 2 CFR $\S 180.330$ when entering into lower-tier transactions (e.g., subcontracts).
c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

## 18. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

## 19. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Airport. Rescue Grant, and subrecipients' employees may not -

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
4. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
5. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either -
A. Associated with performance under this Airport Rescue Grant; or
B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.
c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
6. Implements section $106(\mathrm{~g})$ of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
7. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

## 20. Employee Protection from Reprisal.

a. Prohibition of Reprisals -

1. In accordance with 41 U.S.C. $\S 4712$, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that. the employee reasonably believes is evidence of:
a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint - A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General - Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
7. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
8. Face Coverings Policy. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

## SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

## CONDITIONS FOR EQUIPMENT -

1. Equipment or Vehicle Replacement. The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. Equipment Acquisition. The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. Low Emission Systems. The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
a. Will be maintained and used at the airport for which they were purchased; and
b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

## CONDITIONS FOR UTILITIES AND LAND -

4. Utilities Proration. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. Utility Relocation in Grant. The Sponsor understands and agrees that:
a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 24, 2022
UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION


Larry F. Clark
(Typed Name)
Manager, ATL-ADO
(Title of FAA Official)

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.
I declare under penalty of perjury that the foregoing is true and correct. ${ }^{1}$
Dated February 2, 2022

## Columbus Consolidated Government

(Name of Sponsor)


Title: Chairman Columbus Airport Commission
(Title of Sponsor's Designative Official/Representative)

[^13]
## CERTIFICATE OF SPONSOR'S ATTORNEY

I, W. Donald Morgan, Jr. , acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _Georgia _. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at February 3, 2022

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.
I declare under penalty of perjury that the foregoing is true and correct. ${ }^{1}$
Dated February 3, 2022
Columbus Consolidated Government
(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)
By: B H Henderson 111
(Type Name of Sponsor's Designative Official/Representative)
Title: Mayor
(Title of Sponsor's Designative Official/Representative)

[^14]
## CERTIFICATE OF SPONSOR'S ATTORNEY

I, Clifton C. Fay , acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _Georgia_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at February 3, 2022

# By: Clifton C. Fay <br> cliftón C. Fay (Feb 3, 2022 16:27 EST) 

(Signature of Sponsor's Attorney)

## AIRPORT RESCUE GRANT ASSURANCES

## AIRPORT Sponsors

## A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

## B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:
It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

## Federal Legislation

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act - 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et. seq.
d. Hatch Act - 5 U.S.C. 1501, et. seq. ${ }^{2}$
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et. seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151 , et. seq.
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403-2 U.S.C. 8373.
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et. seq.
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et. seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et. seq. ${ }^{2}$
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 - Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 12898 - Environmental Justice
g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

## Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ${ }^{3,4}$
c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
e. 28 CFR $\S 50.3$ - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
f. 29 CFR Part 1 - Procedures for predetermination of wage rates. ${ }^{1}$
g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ${ }^{1}$
h. 29 CFR Part 5-Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ${ }^{1}$
i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ${ }^{1}$
j. 49 CFR Part 20 - New restrictions on lobbying.
k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
I. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
n. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ${ }^{1}$
o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
s. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

## FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

1 These laws do not apply to airport planning sponsors.
2 These laws do not apply to private sponsors.
3 Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
4 Audit requirements established in 2 CFR Part 200 subpart $F$ are the guidelines for audits.

## Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

## 1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

## 2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing
and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

## 3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

## 4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

## 5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

## 7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## 8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
9. Accounting System, Audit, and Record Keeping Requirements.
a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

## 10. Minimum Wage Rates.

It shall include, in all contracts in excess of $\$ 2,000$ for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

## 11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

## 12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and
operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## 13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## 14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

## 15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if-
a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

## 16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs
related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.
b. For airport development, 49 U.S.C. § 47133 applies.

## 17. Reports and Inspections.

It will:
a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## 18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan
as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.
a. Using the definitions of activity, facility, and program as found and defined in $\S \S 21.23$ (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.
d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:
"The Columbus Consolidated Government, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. $\S \S 2000$ d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

## 21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

## 22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 21, 2021.

## 23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

## 24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23 , and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

## 25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $\$ 5,000$. Procurements by micropurchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $\$ 10,000$, unless authorized in accordance with 2 CFR $\S 200.320$. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $\$ 250,000$ threshold for simplified acquisitions.

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory circulars and http://www.faa.gov/regulations policies/advisory circulars

## EXPLANATION OF RESOLUTION

The Columbus Airport Commission (the "Commission") has applied for a grant pursuant to the Airports Coronavirus Response Grant Program to assist with continued operations and maintenance of the Columbus Airport. As is customary, the Commission has applied to the Federal Aviation Administration for grant monies to fund these activities.

The funds from the proposed grant will be used to assist with operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments with the purpose of the grant being to prevent, prepare for, and respond to coronavirus. The FAA has agreed to fund one hundred percent (100\%) of all allowable costs as defined in the Airports Coronavirus Response Grant Program.

This resolution and explanation prepared by:
W. Donald Morgan, Jr., Esq.

MORGAN \& LYLE, P.C.
Attorneys for Columbus Airport Commission
Post Office Box 2056
Columbus, Georgia 31902

## File Attachments for Item:

12. A Resolution authorizing execution of FAA Concessions Rent Relief Airport Rescue Grant No. 3-13-0035-053-2022 (Request of Columbus Airport Commission)

## RESOLUTION

NO. $\qquad$

# RESOLUTION AUTHORIZING EXECUTION OF <br> FEDERAL AVIATION ADMINISTRATION CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT GRANT NO. 3-13-0035-053-2022 

A Resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government.

WHEREAS, the Columbus Airport Commission submitted an application pursuant to the Concessions Rent Relief Airport Rescue Grant program to the FAA to assist with operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments; and

WHEREAS, by Grant Agreement dated January 24, 2022, a copy of which is attached hereto, the FAA has offered the sum of $\$ 35,879.00$; and

WHEREAS, because this is not an Airport Improvement Project grant, the Columbus Airport Commission is not obligated to contribute to any funding thereunder; and

WHEREAS, Columbus, Georgia, a Consolidated Government, is co-sponsor with the Columbus Airport Commission for this FAA grant and the execution of such Grant Agreement by Columbus, Georgia is necessary for the Columbus Airport Commission to receive the funding anticipated from the FAA; and

WHEREAS, the Columbus Airport Commission by resolution has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

WHEREAS, the Columbus Airport Commission has agreed in a separate Memorandum of Understanding with Columbus, Georgia that it will be responsible for performing all responsibilities assumed by all Sponsors signing the Grant Agreement and to indemnify and hold Columbus harmless for any liabilities associated with failure to perform the Sponsor Obligations under the Grant Agreement;
and
WHEREAS, Columbus, Georgia, deems it in the best interest of Columbus, Georgia, and the Columbus Airport Commission to accept the FAA's offer of funding; and

WHEREAS, said Grant Agreement must be accepted and executed by Columbus, Georgia, and the Columbus Airport Commission and returned to the FAA on or before February 25, 2022

NOW, THEREFORE, be it resolved by the Council of Columbus, Georgia, and it is hereby resolved:

1. That Columbus, Georgia, a Consolidated Government, hereby authorizes the acceptance of the offer of a grant proposed by the FAA and hereby authorizes, approves, and ratifies the execution of the Grant Agreement among the FAA and the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government, as co-sponsors of the Columbus Airport, in the form presented to Council and made a part hereof by this specific reference; and
2. That the execution of the Grant Agreement referred to hereinabove, on behalf of said Columbus, Georgia, a Consolidated Government, by the Honorable Skip Henderson, as Mayor, and the Honorable Sandra T. Davis, as Clerk, and the impression of the official seal of Columbus, Georgia, a Consolidated Government, which shall be electronic pursuant to FAA execution requirements, is hereby authorized, adopted, approved, accepted, and ratified.
3. That Mayor is also authorized to enter into a Memorandum of Understanding with the Columbus Airport Commission in accordance with the terms set forth above.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the $\qquad$ day of February, 2022, and adopted at said meeting by the affirmative vote of $\qquad$ members of said Council.

| Councilor Allen | voting |
| :---: | :---: |
| Councilor Barnes | voting |
| Councilor Crabb | voting |
| Councilor Davis | voting |
| Councilor Garrett | voting |

Councilor House
Councilor Huff
Councilor Thomas
Councilor Tucker
Councilor Woodson
voting $\qquad$ .
voting voting $\qquad$ voting $\qquad$ voting $\qquad$
B. H. "SKIP" HENDERSON, III, CLERK OF COUNCIL

MAYOR

- Page 272 -

|  |  | FAA AIL ADO |
| :--- | :--- | :--- |
| U.S. Depatment | Airports Division | Atlanta Airports District |
| of Transportation | Southern Region | office: |
| Federal Aviation | Georgia, Puerto Rico, South Cazolina, Virgin | 1701 Columbia Ave:, Suite |
| Administration | islands | 220 |
|  |  | College Park, GA 30337 |

## Concessions Rent Relief Airport Rescue Grant Agreement Transmittal Letter

January 24, 2022
Honorable Mr. Barker
Airport Commission Chairman
3250 West Britt David Road
Columbus, GA 31909

Honorable B.H. Henderson, III
100 10th Street
Columbus, GA 31901

Dear Mr. Barker, Mayor Henderson:
Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-13-0035-053-2022 for Columbus Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:
a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than February $\mathbf{2 5}, \mathbf{2 0 2 2}$ in order for the grant to be valid.
c. You may not make any modification to the text, terms, or conditions of the grant offer.
d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR $\$ 200.305$, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi elnvoicing System. The terms and conditions of this agreement require you draw down and expend these funds within four years.
An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, Federal Financial Report
- A signed close-out report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).
lam readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,


Larry Clark
Manager
U.S. Department of Transportation Federal Aviation Administration

# CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT AGREEMENT 

Part I-Offer
Federal Award Offer Date January 24, 2022

Airport/Planning Area Columbus Airport

Concessions Rent Relief
Airport Rescue Grant 3-13-0035-053-2022
Number

Unique Entity Identifier 107532855

TO: Columbus Consolidated Government
therein called the "Sponsor')

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated December 8,2021, for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Columbus Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");
WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Columbus Airport, consisting of the following:

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates $\$ 35,879$ to in-terminal Small Airport Concessions per the ARP Act and $\$ 8,970$ to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide
relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Columbus Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay $100 \%$ of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

## Assistance Listings Number (Formeriy CFDA Number): 20.106

This offer is made on and SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

## CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is $\$ 44,849$, allocated as follows:
\$8,970 ARPA Large Concessions KY2022
$\$ 35,879$ ARPA Small Concessions KZ2022
2. Grant Performance; This Grant Agreement is subject to the following Federal award requirements:
a. The Period of Performance:
3. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years ( 1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.
4. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
b. The Budget Period:
5. The Budget Period for this Grant is 4 years ( 1,460 calendar days). Pursuant to 2 CFR $\S$ $200.403(\mathrm{~h})$, the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
6. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
c. Closeout and Termination.
7. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR $\$ 200.344$ )
8. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR $\$ 200.340$ or other Federal regulatory or statutory authorities as applicable.
9. Unallowable Reimbursable Rent Relief. The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.
10. Final Federal Share of Reimbursable Rent Relief. The United States' share of allowable Grant concessions rent relief is $100 \%$.
11. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies; standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR $\$ 200.308$, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a $25 \%$ reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.
12. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
13. Offer Expiration Date. This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before February 25, 2022, or such subsequent date as may be prescribed in writing by the FAA.
14. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
15. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
16. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
a. Requirement for System for Award Management (SAM); Unless the Sponsor is exempted from this requirement under 2 CFR 25.110; the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www sam.gov).
b. Unique entity identifier (UEI) means a 12 -character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at httos://sam.gov/SAM/oages/public/index.isf.
17. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing. System for Department of Transportation (DOT) Financial Assistance Awardees.
18. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel ${ }_{2}$ or terminate this Grant Agreement.
19. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
20. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) §50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
21. Audits for Sponsors:

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $\$ 750,000$ in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.
16. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR $\S$ $180: 200$, the Sponsor must:
a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
b. Require prime contractors to comply with 2 CFR $\$ 180.330$ when entering into lower-tier transactions (e.g., subcontracts).
c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

## 17. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

## 18. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not-

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under this Grant.
b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
4. Is determined to have violated a prohibition in paragraph a. of this condition; or
5. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either -
A. Associated with performance under this Grant Agreement; or
B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.
d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

1. Implements section $106(\mathrm{~g})$ of the Trafficking Victims Protection Act of 2000 , as amended (22 U.S.C. $\S 7104(\mathrm{~g})$ ), and
2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

## 19. Employee Protection from Reprisal.

a. Prohibition of Reprisals -

1. In accordance with 41 U.S.C. $\S 4712$, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of;
a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to publichealth or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
a. A member of Congress or a representative of a committee of Congress:
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconducti or
g. An authorized official of the Department of lustice or other law enforcement agency.
3. Submission of Complaint - A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General - Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712 (b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the office of inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
7. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sporisor and the FAA prior to the date of this Grant Agreement.
8. Face Coverings Policy. The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements; as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition require the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19. Safety in Domestic and International Travel is no longer effective:
9. Small and Large Concessions Rent Relief Set-Asides. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to ellgible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under Statelaws, local laws, and applicable trust indentures.
10. Concessions Rent Relief Airport Rescue Plan. The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR $\$ 23.3$, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
11. Small Airport Concessions Rent Relief Set-Aside. The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than $\$ 56,420,000$; or joint ventures as defined in 49 CFR $\$ 23.3$. The Sponsor agrees that relief provided to eligible interminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.
12. Large Airport Concessions Rent Relief Set-Aside. The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR $\S 23.3$, that has gross receipts, averaged over the previous three fiscal years, of more than $\$ 56 ; 420,000$. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline timeperiod.

## 26. Adiustments to Proportionality among Airport Concessions.

a. Adjustments to Proportionality among Airport Concessions Set-Aside. The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG
collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.
b. Adjustments between Small and Large Concession Set-Asides: The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.
27. Sponsor Certification of Reimbursement Request. To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.
28. Concession's Certification of Rellef Funds. Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically, If you prefer not to do so, you may request to receive paper copies and $_{\text {y }}$, withdraw your consent at any time.

Dated January 24, 2022
UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part l of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.
I declare under penalty of perjury that the foregoing is true and correct. ${ }^{1}$
Dated February 2, 2022

Columbus Consolidated Government
(Name of Sponsor)


By:
James W. Barker
(Type Name of Sponsor's Designotive Official/Representative)
Title: Chairman Columbus Airport Commission
(Tite of Sponsor's Designative Officiol/Representative)

[^15]
## CERTIFICATE OF SPONSOR'S ATTORNEY

1, W. Donald Morgan, Jr.
, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this cocument, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing of under Part 1 of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to con with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed thi following consumer disclosure information and consent to transact business using electronic communications, receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically: If you pri not to do so, you may request to receive paper copies and withdraw your consent at any time.
I declare under penalty of perjury that the foregoing is true and correct. ${ }^{1}$
Dated February 3, 2022

## Columbus Consolidated Government

$\frac{\text { (Name of Sponsor) }}{\text { BHHenderson } 111 \text { (Feb3,202210:59 EST }}$

By: BHHenderson 111
(Type Name of Sponsor's Designative officiol/Representative)

Title: Mayor
(Titfe of Sponsor's Designative Official/Representative)

[^16]```
- Page 287 -
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3-13-0035-053-2022

## CERTIFICATE OF SPONSOR'S ATTORNEY

1, W. Donald Morgan, Jr.
, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia_. Further, I have examined the foregoing Grant.Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State. and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof,

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signateres in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically, If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

## Dated at

By

## CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

## A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public egency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.
B. Sponsor Certification.

The sponsor hereby assures and certifies; with respect to this Grant, that:
It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

## Federal Legislation

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act - 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et, sea.
d. Hatch Act - 5 U.S.C. 1501, et. sen. ${ }^{2}$
e. Uniform Relocation Assistance and Real Propenty Acquisition Policies Act of 1970 Title 42 U.S.C. 4501, et. sea.
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. $470(\mathrm{f}$ ).
g. Archeological and Historic Preservation Act of 1974-16 U.S.C. 469 through 469 c .
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et. sea.

1. Clean Air Act, P.L. 90-148 ${ }_{s}$ as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012 a.
I. Title 49 , U.S.C., Section 303 , (formerly known as Section $4(f)$ ).
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. $\$ 2000$ d et seq.; 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990 , as amended, (42 U.S.C. $\S 12101$ et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of $1975-42$ U.S.C. 6101, et. seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

Architectural Barriers Act of $1968-42$ U.S.C. 4151, et. seq.
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et. seq.
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

National Environmental Policy Act of 1969 - 42 U.S.C. 4321 , et, seg.
Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of $1984-31$ U.S.C. 7501, et. seq. $^{2}$
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## Executive Orders

a. Executive Order 11246-Equal Employment Opportunity
b. Executive Order 11990-Protection of Wetlands
c. Executive Order 11998 - Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Bulding Construction
f. Executive Order 12898-Environmental Justice
g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

## FEDERAL REGULATIONS

a. 2 CFR Part 180-OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ${ }^{3,4}$
c. 2 CFR Part 1200-Nonprocurement Suspension and Debarment.
d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Govemment Services.
e. 28 CFR $\$ 50.3$ - U.S. Department of Justice Guidelines for Enforcement of Title Vi of the Civil Rights Act of 1964.
f. 29 CFR Part 1 - Procedures for predetermination of wage rates. ${ }^{1}$
g. 29 CFR Patt 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ${ }^{1}$
h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ${ }^{1}$
i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements). ${ }^{1}$
j. 49 CFR Part 20 - New restrictions on lobbying.
k. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

1. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
n. 49 CFR Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ${ }^{1}$
o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA):
s. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

## FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

1. These laws do not apply to airport planning sponsors.

2 These laws do not apply to private sponsors.
${ }^{3}$ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
4 Audit requirements established in 2 CFR Part 200 subpart $F$ are the guidelines for audits.

## Specific Ássurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

## 1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

## 2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing
and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

## 4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

## 5. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient, In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

## 6. Exclusive Rights:

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if-
a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3,1982 , befween the operator and the airport.
7. Airport Revenues.
a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

## 8. Reports and Inspections.

It will:
a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
b. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
3. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex , age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.
a. Using the definitions of activity, facility, and program as found and defined in $\$ \mathcal{\xi} 21.23$ (b) and 21.23 (e) of 49 CFR Part 21 , the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities; these requirements extend to all of the sponsor's programs and activities.
2. Facifities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of; or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.
d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:
"The Columbus Consolidated Government in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. $\$ \S 2000$ d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. ${ }^{F}$
e, Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race; color, national origin, creed, sex age, or handicap as a covenant running with the
land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program, and
B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors; subcontractors; consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations; and this assurance.

## 10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
11. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23 . In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its. Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26 . The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23 , and as approved by DOT, are incorporated by reference in this agreement, Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a vialation of this agreement, Upon notification to the sponsor of its fallure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 ( 31 U.S.C. 3801).
$-x-x$
By signing, I agree to both this agreement and the Consumer Disclosure.

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## EXPLANATION OF RESOLUTION

The Columbus Airport Commission (the "Commission") has applied for a grant pursuant to the Concessions Rent Relief Airports Rescue Grant program to assist concessionaires having difficulty meeting minimum annual rent guaranties. The Commission applied to the Federal Aviation Administration for grant monies to fund these activities.

The funds from the proposed grant will be used to provide relief from rent and minimum annual guarantee (MAG) obligations to each eligible airport concessionaire that reflects each concessionaire's proportional share of the total amount of rent and MAG. The FAA has agreed to fund one hundred percent (100\%) of all allowable costs as defined in the Airports Coronavirus Response Grant Program.

This resolution and explanation prepared by:
W. Donald Morgan, Jr., Esq.

MORGAN \& LYLE, P.C.
Attorneys for Columbus Airport Commission
Post Office Box 2056
Columbus, Georgia 31902

## File Attachments for Item:

## 1. FY2023 Family Connection Grant

Approval is requested to authorize the Columbus Consolidated Government to serve as Fiscal Agent, submit an application, and if approved, accept funds from the Georgia Department of Human Services for a Family Connection grant in the amount of $\$ 50,000$, or as otherwise awarded, with no local match required, and to amend the Family Connection Fund 0985 by the amount of the grant awarded.

AGENDA
SUBJECT:

## AGENDA

 SUMMARY:FY2023 Family Connection Grant

Approval is requested to authorize the Columbus Consolidated Government to serve as Fiscal Agent, submit an application, and if approved, accept funds from the Georgia Department of Human Services for a Family Connection grant in the amount of $\$ 50,000$, or as otherwise awarded, with no local match required, and to amend the Family Connection Fund 0985 by the amount of the grant awarded.

## INITIATED BY:

 FinanceRecommendation: Approval is requested to authorize the Columbus Consolidated Government to serve as Fiscal Agent, submit an application, and if approved, accept funds from the Georgia Department of Human Services for a Family Connection grant in the amount of $\$ 50,000$, or as otherwise awarded, with no local match required, and to amend the Family Connection Fund 0985 by the amount of the grant awarded.

Background: The Children, Youth and Family Coalition exists to provide Family Connection activities in order to improve child health, including reduced incidences of teenage pregnancy, child abuse, neglect and other risk factors that impact on the well-being of Columbus children, youth and families.

Analysis: Funds are available from the Georgia Department of Human Services to provide assistance to the Children, Youth, and Family Coalition to establish Columbus as a Family Connection Community.

Financial Considerations: The grant amount requested is $\$ 50,000$ but may be lower or higher depending on state budgetary conditions, and may be increased or decreased during the year as allowed or required. The City is not required to provide matching funds to participate in this grant. Funds will be available for Fiscal Year 2023.

Legal Considerations: The Columbus Children, Youth and Family Coalition is qualified to apply for funds under this program with Council approval. The Columbus Consolidated Government is and will continue to be the fiscal agent for this grant.

Recommendations/Actions: Approval is requested to authorize a resolution to approve the City to submit an application for, and if awarded, accept a grant from the Georgia Department of Human Services, with no local match required, and to amend the Family Connection Fund 0985 by the amount of the grant awarded.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SERVE AS FISCAL AGENT, AND THE CITY MANAGER OR HIS DESIGNEE TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM THE GEORGIA DEPARTMENT OF HUMAN SERVICES IN THE AMOUNT OF \$50,000, OR AS OTHERWISE AWARDED, WITH NO LOCAL MATCH REQUIRED, FOR FISCAL YEAR 2023, TO SUPPORT THE COLUMBUS/MUSCOGEE COUNTY FAMILY CONNECTION COLLABORATIVE FOR IMPROVING CHILD HEALTH AND WELFARE, SCHOOL PERFORMANCE, FAMILY STABILITY, FAMILY ECONOMIC CAPACITY, AND TO REDUCE CHILD ABUSE, NEGLECT, AND TEENAGE PREGNANCY, AND TO AMEND THE FAMILY CONNECTION FUND 0985 BY THE AMOUNT OF THE AWARD.


#### Abstract

WHEREAS, funds have been made available from the Georgia Department of Human Services for the purpose of establishing and continuing Family Connection communities; and,

WHEREAS, the Columbus Children, Youth and Family Coalition will provide the collaborative framework for measurable results of programs implemented by community organizations that address the needs of children, youth and families; and,

WHEREAS, this process will provide the communication link between agencies to impact positively on child abuse, neglect, teenage pregnancy and high school graduation rates; and,


WHEREAS, the Columbus Children, Youth and Family Coalition will apply for a grant of $\$ 50,000$ or as otherwise awarded, with no matching funds required. Funds will be available from July 1, 2022 through June 30, 2023.

## NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES;

That the City Manager is hereby authorized to submit an application for and if awarded, accept a grant from the Georgia Department of Human Services in the amount of $\$ 50,000$, or as otherwise awarded, with no local match required, to continue Columbus, Georgia as a Family Connection community for improving child health, school performance, family stability, family economic capacity, and to reduce child abuse, neglect and teenage pregnancy, and to amend the Family Connection Fund 0985 by the amount awarded..

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of $\qquad$ 2022, and adopted at said meeting by the affirmative vote of $\qquad$ 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
$\qquad$ .

Councilor Woodson Voting

Sandra T. Davis, Clerk of Council
B.H. "Skip" Henderson, Mayor

## File Attachments for Item:

2. GEMA Emergency Management Performance Grant and American Rescue Plan Act award

Approval is requested for the acceptance of a grant in the amount of $\$ 25,000$, or as otherwise awarded, with no local match required, from GEM A/HS from the Emergency M anagement Performance Grant and American Rescue Plan Act (EM PG-ARPA) for Emergency M anagement, amend the M ulti-governmental Fund by the amount of the award, and allocate funding for the upgrade of the Emergency M anagement warning siren system software.

Columbus Consolidated Government
Council Meeting Agenda Item

AGENDA SUBJECT:

AGENDA SUMMARY:

GEMA Emergency Management Performance Grant and American Rescue Plan Act award

Approval is requested for the acceptance of a grant in the amount of $\$ 25,000$, or as otherwise awarded, with no local match required, from GEMA/HS from the Emergency Management Performance Grant and American Rescue Plan Act (EMPG-ARPA) for Emergency Management, amend the Multi-governmental Fund by the amount of the award, and allocate funding for the upgrade of the Emergency Management warning siren system software.

INITIATED BY: Finance

Recommendation: Approval is requested for the acceptance of a grant in the amount of $\$ 25,000$, or as otherwise awarded, with no local match required, from GEMA/HS to the Columbus/Muscogee County Emergency Management Agency, amend the Multi-governmental Fund by the amount awarded, and allocate the funding for a software upgrade needed to the Emergency Management siren system.

Background: GEMA has for many years provided funding to Emergency Management through its Emergency Management Performance Grant (EMPG) program. For FY22, additional funding is provided from funds from the American Rescue Plan Act.

Analysis: these funds will be used to upgrade the software for the siren system at the Emergency Operations Center. The software has been in need for an upgrade for several years.

Financial Considerations: No city funds will be needed for this grant project, as no local match is required.

Legal Considerations: The city is eligible to receive these funds and will be obligated to use the funds as agreed in the grant agreement.

Recommendation/Action: Approval is requested for the acceptance of a grant in the amount of $\$ 25,000$, or as otherwise awarded, with no local match required, from GEMA/HS to the Columbus/Muscogee County Emergency Management Agency, amend the Multi-governmental Fund by the amount awarded, and allocate the funding for a software upgrade needed to the Emergency Management siren system.


NO.
A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT AWARD FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY IN THE AMOUNT OF $\$ \mathbf{2 5 , 0 0 0}$, OR AS OTHERWISE AWARDED, FROM THE EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AMERICAN RESCUE PLAN ACT (EMPG-ARPA), WITH NO LOCAL MATCH REQUIRED, TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT AWARDED, AND TO ALLOCATE THE FUNDS TO UPGRADE THE EMERGENCY OPERATIONS CENTER SIREN SOFTWARE PROGRAM.

WHEREAS, GEMA has historically provided funding to Emergency Management through its Emergency Management Performance Grant (EMPG) program; and,

WHEREAS,; this funding has helped to cover operations expenses, including personnel expenses of the Emergency Management Division of Columbus Fire/EMS; and,

WHEREAS, GEMA has made $\$ 25,000$ available to Emergency Management through the EMPG-ARPA program; and,

WHEREAS, Emergency Management will use these funds to upgrade the software for the siren system at the Emergency Operations Center.

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

That the City Manager is authorized to accept a grant award from GEMA/HS to the Emergency Management Division in the amount of $\$ 25,000$, or as otherwise awarded, with no local match requirement, and to amend the Multi-governmental Fund by the amount of the award, and allocate the funds for the purchase of a software upgrade for the Emergency Operations Center siren system.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of February 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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

File Attachments for Item:
3. Lease Agreement with Family Holdings Sub, LLC for 31,501+/- square feet at 2100 Comer Ave. for the Superior Court of Muscogee County

Approval is requested to enter into a lease agreement with Family Holdings Sub, LLC for $31,501+/$ - square feet at 2100 Comer Ave. for the Superior Court of M uscogee County.

# Columbus Consolidated Government Council Meeting Agenda Item 

TO:
Mayor and Councilors

AGENDA
SUBJECT
Lease Agreement with Family Holdings Sub, LLC for 31,501+/SUBJECT: square feet at $\mathbf{2 1 0 0}$ Comer Ave. for the Superior Court of Muscogee County

AGENDA
Approval is requested to enter into a lease agreement with Family
SUMMARY: Holdings Sub, LLC for 31,501+/- square feet at 2100 Comer Ave. for the Superior Court of Muscogee County.

## INITIATED BY: Superior Court

Recommendation: Approval is requested to enter into a lease agreement with Family Holdings Sub, LLC for $31,501+/$ - square feet at 2100 Comer Ave. for the Superior Court of Muscogee County.

Background: The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. It was $\$ 1.9$ trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local government. Governor Brian P. Kemp has allocated up to $\$ 110$ million in ARP (State Fiscal Recovery) funds to address backlogs of court cases (prioritizing cases involving serious violent felonies). The State in conjunction with The Judicial Council of Georgia and its Administrative Office of the Courts will administer up to $\$ 96$ million in grants to authorized classes of court, prosecutors, and related agencies. The State of Georgia awarded $\$ 1,997,342$ to the Chattahoochee Judicial Circuit for calendar year 2022 which includes $\$ 612,797$ for rental of space for the Muscogee County Jury Selection.

Analysis: The term of the lease agreement will be from March 1, 2022 thru December 31, 2022. If additional grant funds are awarded, this agreement can be extended for four additional one-year terms.

Financial Considerations: The City was act as the fiscal agent for the grant. No local match is required. The rental rate of the lease agreement is $\$ 55,832$ per month.

Legal Considerations: The City Attorney's Office has reviewed the lease agreement and approved the form.

Recommendation/Action: Approval is requested to enter into a lease agreement with Family Holdings Sub, LLC for $31,501+/-$ square feet at 2100 Comer Ave. for the Superior Court of Muscogee County..


## A RESOLUTION

NO.

## A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH FAMILY HOLDINGS SUB, LLC AT 3100 COMER AVE. FOR THE SUPERIOR COURT OF MUSCOGEE COUNTY.

WHEREAS, The Chattahoochee Judicial Circuit was awarded State Fiscal Recovery Funds to address the backlog of court cases caused by the pandemic; and,

WHEREAS, The City will act as the fiscal agent for the grant; and,
WHEREAS, the grant provides for funding to be allocated to lease space for the Muscogee County Jury Selection; and,

WHEREAS, suitable space was available at 3100 Comer Ave.
NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized to enter into a lease agreement with Family Holdings Sub, LLC for approximately 31,501 +/- square feet located at 3100 Comer Ave. for March 1, 2022 - December 31, 2022 and up to four one-year renewals if funding is allocated. Funding for this lease will be provided thru the State of Georgia ARP (American Rescue Plan) grant.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of February 2022 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

3State of Georgia
County of Muscogee

## LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as this "Agreement," is made and entered into this first day of March, 2022, by and between FAMILY HOLDINGS SUB, LLC, whose business address for purpose of this Agreement is 600 Brookstone Centre Parkway, Columbus, Georgia 31904, hereinafter referred to as "Landlord," and Columbus, Georgia, a consolidated government, hereinafter referred to as "Tenant" whose business address is $10010^{\text {th }}$ Street, Attn City Manager, Columbus, GA 31901, and the Superior Court of Muscogee County, hereinafter referred to as "Occupant" whose business address for purpose of this Agreement is $10010^{\text {th }}$ Street, Columbus, Georgia 31901.

## WITNESSETH THAT:

## ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. "Building" shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
2. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
3. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
4. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
5. "Hazardous Substances" shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment,
public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.
6. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
7. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association, or individuals, shall in all cases be assumed as though in each case fully expressed.
8. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements, and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.
9. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage."
10. "Notice(s)" shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered, whenever any Notice, demand or request is required or permitted under this Agreement. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice must be given, shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
11. "Tenant" shall be construed to mean Columbus, Georgia, a consolidated city-county Government.
12. "Occupant" shall be construed to mean the Superior Court of Muscogee County and or its affiliated agencies.
13. "Party" shall be construed to mean either Landlord or Tenant or Occupant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of said Party, the same as if in each case expressed.
14. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," encompassing 31,501+/- leasable square feet.
15. "Term" shall include not only the original term but also any renewal or extension of the original term.

## ARTICLE II. PREMISES LEASED AND ADDITONAL LEASE SUPPORTING DOCUMENTS

1. Premises Leased. Landlord, in consideration of the rents agreed to be paid by Tenant, and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "Provisions") hereby grants a usufruct to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises consisting of approximately 31,501 rentable square feet of office space located at:

## 2100 Comer Avenue

Columbus, Georgia 31904
2. Drawing of Premises. The Premises are further shown and delineated on "EXHIBIT A," a drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.
3. Additional Documentation. The following index outlines additional lease documentation included on EXHIBIT B is attached hereto, incorporated in, and by reference made a part of this Agreement.
a. EXHIBIT B Index

| Document Name | Number of Pages | Date of Inspection/Report |
| :---: | :---: | :---: |
| Georgia SOS Annual Registration | 1 | $3 / 19 / 2021$ |
| Certificate of Organization | 1 | $3 / 6 / 2008$ |
| Articles of Organization | 2 | $3 / 6 / 2008$ |
| Operating Agreement | 9 | $3 / 6 / 2008$ |
| W-9 | 1 | $1 / 29 / 2021$ |
| Elevator Permit | 5 | $5 / 25 / 2021$ |
| Boiler Inspection Reports | 2 | $7 / 20 / 2020$ (expires 2022) |
| Fire Inspection | 4 | $6 / 4 / 2021$ |
| Fire Pump Inspection | 7 | $6 / 4 / 2021$ |
| Sprinkler Inspection | 8 | $6 / 9 / 2021$ |
| Evidence of Property Insurance | 2 | $1 / 12 / 2022$ |
| General Liability Insurance | 2 | $1 / 12 / 2022$ |

## ARTICLE III. TERM, RENTAL RATE \& RENEWAL OPTION

I. Term. This Agreement shall commence on the 1st day of March, 2022 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the $31^{\text {st }}$ day of December 2022 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date, and the period between are hereinafter collectively referred to as the "Term."
2. Rental Rate. For the use, Common Area Fees, Electricity, Gas, Water, Sewer, Dumpster Fees, Property Taxes, Common Area Liability Insurance, Real Property Insurance, 9 Office Suite Furniture

Rental Packages, Reception, Hearing and Waiting Area Chairs and tables (more fully detailed in sub section five (5) below), and Occupied Space Janitorial Services. Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed equal monthly rental of Fifty-Five Thousand Eight Hundred Thirty-Two and $00 / 100(\$ 55,832.00)$ (hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the 1st day of each and every calendar month during the said Term
3. Renewal Option. Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement and will accept a written Letter of Intent (LOI), within 30 days of expiration of the aforementioned Term, for four (4) additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)").
4. Renewal Rental Rate. Should Tenant renew this Agreement as provided above, the following rates shall apply:

| Lease Years | Term | Total Annual Rent | Annual Per SF |
| :---: | :---: | :---: | :---: |
| $1-5$ | Annual | $\$ 669,982$ | $\$ 21.27$ |

## 5. Rental Furnishings.

| Item Description | Quantity | Location | Comments |
| :---: | :---: | :---: | :---: |
| Waiting Seating | $200+-$ | Jury Pool Room | Metal frame |
| Administrative Desk on elevated platform | 3 | Jury Pool Room | Landlord will build small, <br> elevated platform. Height to <br> be provided by Tenant. |
| Bookcase/Magazine Storage | 4 | Jury Pool Room |  |
| Office Desk Chair with Arms | 4 | Jury Pool Room |  |
| Office Desk Chair with Arms | 4 | Deputy Screening Area |  |
| Waiting Seating | $70+-$ | Hearing Room 1 | Metal frame |
| Executive Desk/on elevated platform | 1 | Hearing Room 1 | Hearing Room 1 <br> Elandlord will build small, <br> be provided by Tenant. |
| Witness Chair with arms on elevated platform | 1 | Hearing Room 1 | Landlord will build small, <br> elevated platform. Height to <br> be provided by Tenant. |
| Administrative Desk/ for Clerk |  | 1 | Hearing Room 1 |


| Administrative Desk/ for Clerk | 1 | Hearing Room 2 |  |
| :---: | :---: | :---: | :---: |
| Executive Office Package* | 3 | Judicial Offices |  |
| Administrative Office Package** | 6 | As directed by Tenant |  |

*Executive Office Package includes one (1) executive desk, one (1) office chair with arms, two (2) guest chairs, one (1) small conference table with two (2) chairs, one (1) bookcase, and filing cabinet if requested.
**Administrative Office Package includes one (1) administrative desk, one (1) chair with arms, two (2) guest chairs, one (1) bookcase, and filing cabinet if requested.

All furniture provided by Landlord will be similar scope and quality to all other furnishing throughout the building. At expiration of third lease term, all furnishings become property of Tenant.

## ARTICLE IV: PERMITTED USE AND ABANDONMENT

1. Permitted Use of Premises. Tenant and Occupant do hereby this day rent and take from Landlord the above- described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Occupant may use the Common Area to conduct Occupant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Occupant further agrees not to sell or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.
2. Waste and Nuisance. Occupant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.
3. Abandonment of Premises by Occupant. During the Term of this Agreement, Occupant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Occupant shall mean that Occupant (or Occupant's permitted affiliated agency, assignee, or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair or improvements.

## ARTICLE V. LANDLORD COVENANTS

## 1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant and Occupant paying the rent and keeping the provisions herein contained, shall lawfully, quietly, and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons
whatsoever. If for any reason whatever, Tenant or Occupant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.
b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

## 2. Environmental Covenants \& Remediation.

a. Landlord warrants, to Landlord's best knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land.
b. If removal, encapsulation, or other remediation of Hazardous Substances located in, on or under the Land or Building is required by applicable Laws (the "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically, or practically used for the operation of Occupant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord's receipt.
c. Landlord shall indemnify and hold Tenant and Occupant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant or Occupant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

## 3. Condemnation.

a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.
b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasipublic use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant or Occupant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.
c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election").
d. In the event the Tenant elects have Occupant remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.
e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity or condemning authority exercising the power of eminent domain or condemnation.
4. Additional Landlord Covenants. Representations and Warranties. Landlord represents warrants and covenants to and with Tenant and Occupant, knowing that Tenant and Occupant are relying on each such representation, warranty, and covenant, that:
a. there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;
b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;
c. to Landlord's best knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Occupant to conduct Occupant's business will not be in violation of any Laws applicable to the Premises;
d. the elements of the Building that Landlord is obligated to repair, maintain, and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;
e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;
f. as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair;
g. the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and
h. the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

## ARTICLE VI. UTILITIES, JANITORIAL SERVICES AND BUILDING ACCESS CONTROL

1. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Occupant while occupying the Premises.
2. Janitorial Services. Landlord will provide regular professional quality janitorial services three (3) times per week, or as required by Tenants occupancy, use, or government mandated cleaning requirements.
3. Building Access Control. Landlord has installed KeyScan Access Control System. System is currently active on all non-public exterior doors. Landlord will use best efforts to integrate Occupant's key-card system. If integration is not possible, Landlord will provide Occupant's employees and designated officials KeyScan access badges upon receipt of written request and approval of Occupant. Tenant or Occupant can obtain technical information on the KeyScan system from Landlord or by contacting KeyScan vendor.
4. Construction. Landlord will commence construction activities upon receipt of a fully executed lease agreement. Landlord will use best efforts to provide partial and/or full occupancy within 60 days of construction commencement or lease execution. All work completed will be in good and quality workmanship manner with material commensurate with materials throughout the building. Landlord will provide audio/video systems in areas designated by Occupant. Audio/video systems will include wall-mounted monitors up to 55 inches and speakers to cover volume requirements for size and scale of room and use. Landlord will install two (2) each Category 6 (CAT 6) connections in Jury Pool Room, Jury Selections Rooms, and each individual office area. Landlord will also install up to an additional twenty (20) CAT 6 connections as determined by Occupant.
5. Casualty Affecting the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Occupant's sole good faith judgment, renders the Premises unsuitable for the Occupant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.
a. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty;
b. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business.
c. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such restoration shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

## 3. Repairs \& Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, interior portions of the Premises, other
building systems and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors.
b. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area and Premises as necessary; (ii) perform the janitorial services for the Common Area; (iii) and maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Landlord shall remove all ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Areas of the Building, inside and out.
c, Tenant or Occupant shall give Landlord prompt Notice if either believes that there is a condition that requires maintenance, repair, or replacement.
4. Landlord's Entry for Inspection and Repairs. Occupant shall permit Landlord, its agents, or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Occupant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.
5. Landlord's Employees and Contractors. Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant and Occupant for the negligence, theft, fault, and misconduct of such employees and third parties. Occupant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Occupant's full enjoyment of the Premises.
6. Parking. For convenient access to the Premises, Landlord shall provide non-exclusive parking in the amount of 4 Parking Stalls per 1,000 square feet of leased space, which shall be provided free of charge through the Term of the lease and any Renewal Options.

## ARTICLE VIII. INSURANCE

1. Landlord 's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than $\$ 1,000,000$ each occurrence for injury, death, or damage to property and $\$ 3,000,000$ in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as
an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.
2. Tenant's Insurance. Throughout the Term of this Agreement, Tenant will provide proof of insurance or self-insure and maintain insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

## ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Occupant and Occupant's effects from Premises.
2. Entry for Carding. Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the ninety (90) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants, or lessees.
3. Surrender of the Premises. Occupant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of Landlord excepted.
4. Holding Over. Any holding over or continued use and/or occupancy by the Occupant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy- at-will at the same monthly rate of rental set out above and under the same Provisions in force at the expiration or termination of this Agreement.

## ARTICLE X. TENANT ASSIGNMENT

1. Assignment and Subletting of Premises by the Tenant. No assignment or subletting is permitted without Landlord's prior written consent which shall not be unreasonably withheld.
2. Additional Items Regarding Assignment or Subletting. Occupant and any Affiliated Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupant shall not be an agent of Tenant and shall not have actual, constructive, or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

## ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. No Tenant Obligation regarding Financing. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the Tenant. Under no circumstances should there be any expectation of Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one-year term. Any such reliance beyond the current one-year term is at the sole risk of such party and the Tenant shall have no legal or moral obligation with respect to any losses suffered by such party.

## ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. Headings. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
2. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present, or future.
3. Time of Essence: Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall
on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.
4. Binding Effect on Heirs, Assigns, Etc. Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors, and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
5. Change in the Ownership of the Premises. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose until Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises, as well as a certified copy of the novation and assignment.
6. Requirement for Written Amendment. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.
7. Jurisdiction and Venue. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Muscogee County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.
8. Counterparts and Authority to Execute. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.
9. Right to Counsel and Interpretation. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
10. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or
agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.
[Signatures begin on next page and remainder of page is intentionally blank]

## WITNESS

TENANT

Date $\qquad$

Notary Public
My Commission Expires:
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

By: $\qquad$

WITNESS
$\qquad$

Date $\qquad$

OCCUPANT

Superior Court of Muscogee County By Bemon G. McBride III, Chief Judge Chattahoochee Judicial Circuit

Notary Public
My Commission Expires:
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

By: $\qquad$

Date $\qquad$

Notary Public
My Commission Expires:
(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

By:


EXHIBIT B
Exhibit B

| Document Name | Number of Pages | Date of Inspection/Report |
| :---: | :---: | :---: |
| Georgia SOS Annual Registration | 1 | $3 / 19 / 2021$ |
| Certificate of Organization | 1 | $3 / 6 / 2008$ |
| Articles of Organization | 2 | $3 / 6 / 2008$ |
| Operating Agreement | 9 | $3 / 6 / 2008$ |
| W-9 | 1 | $1 / 29 / 2021$ |
| Elevator Permit | 5 | $5 / 25 / 2021$ |
| Boiler Inspection Reports | 2 | $7 / 20 / 2020$ (expires 2022) |
| Fire Inspection | 4 | $6 / 4 / 2021$ |
| Fire Pump Inspection | 7 | $6 / 4 / 2021$ |
| Sprinkler Inspection | 8 | $6 / 9 / 2021$ |
| Evidence of Property Insurance | 2 | $1 / 12 / 2022$ |
| General Liability Insurance | 2 | $1 / 12 / 2022$ |

## STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530


# STATE OF GEORGIA Secretary of State <br> Corporations Division <br> 315 West Tower <br> \#2 Martin Luther King, Jr. Dr. <br> Atlanta, Georgia 30334-1530 

## CERTIFICATE <br> OF <br> ORGANIZATION

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

## FAMILY HOLDINGS SUB, LLD <br> a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on 03/06/2008 by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on March 6, 2008


Karen C Handel Secretary of State

ARTICLES OF ORGANIZATION OF
FAMILY HOLDINGS SUB, LLC A GEORGIA

ARTICLEI
Name
The name of the limited liability company is FAMILY HOLDINGS SUB, LLC (hereinafter referred to as the "Company").

## ARTICLEII

Management
The Company shall be managed by its members.
IN WITNESS WHEREOF, I have hereunto executed these Articles of Organization, this 5 th day of March, 2008.


Page, Scrantom, Sprouse,
Tucker\& Ford, P,C.
P. O. Box 1199

Columbus, Georgia 31902-1199


TRANSMITTAL INFORMATION
GEORGIA LIMITED LIABILITTY COMPANY
DO NOT WRITE IN SHADED AREA - SOS USE ONLY

|  |  |  |
| :---: | :---: | :---: |
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NOTICE TO APPLICANT: PRINT PLALNEY OR TYPE REMAINDER OF THIS FORM.


# OPERATING AGREEMENT <br> OF <br> FAMILY HOLDINGS SUB, LLC 

THIS OPERATING AGREEMENT of FAMILY HOLDINGS SUB, LLC is made effective as of the $b^{-1}$ day of March, 2008, by and between FAMILY HOLDINGS, Inc., a Georgia corporation (the "Member"), and FAMILY HOLDINGS SUB, LLC, a Georgia limited liability company (the "Company").

## RECITALS:

WHEREAS, the Member wishes to form a limited liability company pursuant to the Georgia Limited Liability Company Act, as amended from time to time (the "Act"), by filing the Articles of Organization of the Company with the office of the Secretary of State of the State of Georgia and by entering into this Agreement;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein, the Member and the Company, intending to be legally bound, agree as follows:

## ARTICLE 1.

## DEFINITIONS

As used in this Agreement, the following underlined terms shall have the following meanings:
1.1 Agreement. This Operating Agreement, including any instruments incorporated by reference, as amended from time to time.
1.2 Available Cash. As of any date, the cash of the Company as of such date less such portion thereof as the Member determines to reserve for Company expenses, debt payments, capital improvements, replacements and contingencies.
1.3 Capital Contribution. With respect to the Member, the amount of money and the initial gross asset value of any property (other than money) contributed to the Company with respect to the Member Interest held by the Member.
1.4 Company. FAMILY HOLDINGS SUB, LLC, a Georgia limited liability company.
1.5 Member. FAMILY HOLDINGS, INC., a Georgia corporation.
1.6 Member Interest. As to the Member, its capital account, percentage interest, right to distributions, right to profits and losses, right to manage the Company, and any other rights which such Member has in the Company pursuant to this Agreement or otherwise.
1.7 Person. A natural person or an entity, including, without limitation, a corporation, limited liability company, general partnership, joint venture, limited partnership, trust or business trust.
1.8 Transfer. Any sale, exchange, transfer, assignment, pledge, hypothecation or other disposition.

## ARTICLE 2.

## GENERAL

2.1 Registered Office and Agent. The Member shall cause the Company to maintain a registered office and a registered agent as required by the Act.
2.2 Name. The name of the Company shall be FAMILY HOLDINGS SUB, LLC, and all business of the Company shall be conducted in such name or in any other name or names that are selected by the Member. The Member may change the name of the Company and may amend the Articles of Organization to give effect to such change in name.
2.3 Term. The Company shall continue until the Company is dissolved under Article 8 of this Agreement.
2.4 Authorized Person. J. Edward Sprouse is and shall be deemed an authorized person for purposes of filing the Articles of Organization of the Company with the State of Georgia and for any other purpose under the Act.

## ARTICLE 3.

## CAPITAL

3.1 Capital Contributions. The Member will make such capital contributions to the Company at such times and in such amounts as the Member may determine necessary in connection with the operation of the Company. The Member may, but shall not be required to, make additional capital contributions to the Company.

## ARTICLE 4.

## DISTRIBUTIONS

4.1 Distributions. Except as otherwise provided in this Agreement, the Company's Available Cash shall be distributed to the Member at such times and in such amounts as the Member may determine.

## ARTICLE 5.

## TAX STATUS

5.1 Tax Status. The Member intends that the Company be disregarded for federal, state and local income tax purposes and that any income or loss of the Company will be treated as the income or loss of the Member for all such tax purposes.

## ARTICLE 6.

## MEMBERS; MANAGEMENT OF COMPANY

### 6.1 Management. Management of the Company is vested in the Member.

6.2 Officers and Other Agents. The Company shall have the officers set forth on Exhibit A attached hereto, and the Member may, in its sole discretion, appoint such other officers and other agents for the Company, with such titles and duties, as the Member deems to be appropriate.
6.3 Indemnification. To the fullest extent permitted by the Act:
(a) The Company (and any receiver, liquidator or trustee of, or successor of, the Company) shall indemnify and hold harmless the officers of the Company and the Member and (to the extent approved by the Member) each employee, officer and agent of the Member from and against any and all liabilities, losses, damages, penalties, actions, judgments, suits, claims, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all costs and expenses of defense, appeal and settlement of any and all suits, actions and proceedings involving the officers of the Company or the Member or any employee, officer or agent of the Meriber and all costs of investigation in connection therewith) that may be imposed on, incurred by or asserted against the officers of the Company, the Member or any officer, director, shareholder, member, employee or agent of the Member in any way relating to or arising out of, or alleged to relate to or arise out of, any action, inaction or omission on the part of the officers of the Company, the Member or any officer, director, shareholder, member, employee or agent of the Member in connection with managing the Company's business and affairs or otherwise acting as an officer or Member pursuant hereto; provided that the indemnification obligations in this Section 6.3 shall not apply to the portion of any liability, obligation, loss, damage, penalty, cost, expense or disbursement that results from (i) intentional misconduct or a knowing violation of law by the party seeking indemnification, or (ii) any transaction for which the proposed indemnitee received a benefit in violation or breach of any provision of this Agreement.
(b) The Company shall pay expenses as they are incurred by any officer of the Company or the Member or (to the extent approved by the Member) any officer, director, shareholder, member, employee or agent of the Member in connection with any action, claim or proceeding that such officer of the Company or the Member, or any such officer, director, shareholder, member, employee or agent of the Member asserts in good faith to be subject to the
indemnification obligations set forth herein, upon receipt of an undertaking from such officer of the Company, or the Member, or any such officer, director, shareholder, member, employee or agent (i) to repay all amounts so paid by the Company to the extent that it is finally determined that such officer of the Company, or the Member, or such officer, director, shareholder, member, employee or agent of the Member is not entitled to be indemnified therefor under the terms hereof, and (ii) in the case of officers, directors, employees and agents of the Member, to take such other actions as the Member shall require.
(c) The Member, notwithstanding any apparent conflict of interest, shall have the power to, and is hereby authorized and directed to, cause the Company to comply with the indemnification and expense payment provisions hereof.
(d) The indemnification to be provided by the Company hereunder shall be paid only from the assets of the Company, and the Member shall not have any personal obligation, or any obligation to make any contribution to the capital of the Company, with respect thereto.
6.4 Other Activities. The Member may engage in whatever activities the Member may choose, whether such activities are competitive or comparable with the activities of the Company or otherwise, either alone or with one or more Persons selected by the Member in its sole discretion. The provisions of Section 14-11-307 of the Act shall not apply to the Company or to the Member.

## ARTICLE 7.

## MEMBER INTERESTS

7.1 Transfer of Member Interest. The Member shall, at its election, be permitted to transfer all or any portion of its Member Interest.
7.2 No Cessation of Member Interest under Certain Circumstances. None of the events listed in Section 14-11-601.1 of the Act shall result in the Member ceasing to be a member of the Company:

## ARTICLE 8.

## DISSOLUTION OF THE COMPANY

8.1 Events of Dissolution. The Company shall be dissolved and terminated upon the earliest to occur of the following events of dissolution:
(a) The entry of a decree of judicial dissolution under Section 14-11-603 of the Act; or
(b) The consent of the Member.
8.2 Winding Up. If any of the events set forth in Section 8.1 hereof occur, then the Company shall be dissolved and any assets shall be applied in the following order of priority:
(a) To the payment of the debts and liabilities of the Company (other than to the Member) in the order of priority provided by law;
(b) To the establishment of reserves which are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
(c) To the payment of debts and liabilities of the Company to the Member; and
(d) The remaining assets shall be distributed to the Member.

ARTICLE 9.

## NOTICES AND ADDRESSES

9.1 Manner of Notices. All notices or other communications given or made under this Agreement shall be in writing and, whether addressed to the Company or the Member, shall be sent to:

Family Holdings, Inc.<br>600 Brookstone Centre Parkway<br>Columbus, Georgia 31904

## ARTICLE 10.

## MISCELLANEOUS

10.1 Amendments. This Agreement shall be amended only with the written consent of the parties hereto.
10.2 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, such portion shall be deemed severed from this Agreement and the remainder of this Agreement shall remain and continue in effect.
10.3 Construction. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.
10.4 Entire Agreement. This Agreement, together with any instruments incorporated into this Agreement by reference, constitutes the entire agreement with respect to this Company.
[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, as of the date first written above.

## MEMBER:

FAMILY HOLDINGS, INC.


## COMPANY:

FAMILY HOLDINGS SUB, LLC
By: FAMILY HOLDINGS, INC. its sole Member


## OFFICERS

## [Sample Officers]

Chief Executive Officer: The Chief Executive Officer ("CEO") shall be primarily responsible for the overall activities and management of the Company and see that all orders and resolutions of the Member are carried into effect. The CEO shall report directly to the Member.
, President and Chief Operating Officer: The President and Chief Operating Officer ("President") shall be responsible for the day-to-day management of the Company and shall report to the Member. The President shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver any such documents is required by law to be exercised by another Person or is otherwise reserved by the Member.

- Chief Financial Officer: The Chief Financial Officer ("CFO") shall have charge and custody of and be responsible for all funds of the Company, maintain appropriate accounting records as required by law, and prepare such annual and quarterly financial statements for the Company as directed by the Member, the CEO or the President.
. Secretary: The Secretary of the Company shall keep, and certify whenever necessary, accurate records of the membership of the Company and all proceedings of the Member; receive notices required to be sent to the Company and keep a record of such notices; and perform such other duties as prescribed by the Member, the CEO or the President.


## [Alternate]

President. The President shall be responsible for the general and active management of the operation of the Company subject to the authority of the Member. The President shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company, and shall execute agreements, mortgages, or other contracts in the name and on behalf of the Company. The initial President shall be $\qquad$ .

Vice Presidents. The Company may have one or more Vice Presidents, appointed by the Member, who shall perform such duties and have such powers as may be delegated to him or her by the President or the Member. The initial Vice President shall be $\qquad$ -.

Secretary. The Secretary shall keep minutes of all meetings of the Company and have charge of the company records and shall perform such other duties and have such other powers
as may from time to time be delegated to him or her by the President or the Member. The initial Secretary shall be $\qquad$ .

Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Company, shall have the power to recommend action concerning the Company's affairs to the President, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Member. The initial Treasurer shall be

Assistant Secretaries and Treasurers. Assistants to the Secretary and Treasurer and such other officers as may be designated from time to time may be appointed by the President or appointed by the Members and shall perform such duties and have such powers as shall be delegated to them by the President or the Member.

## CONSENT TO COMPANY ACTION

Pursuant to the Georgia Limited Liability Company Act, the undersigned, as the sole Member of Family Holdings Sub, LLC ("Company"), does hereby adopt, approve and authorize the actions set forth beiow as of 9:30 AM Eastern Standard Time, on October 13, 2016, with the same force and effect as if they were adopted, approved and authorized at a meeting of the Members of the Company duly called and held in accordance with the Operating Agreement of the Company and the Georgia Limited Liabilities Companies Act.

RESOLVED that the following persons be elected by the Member and shall serve and continue in office until the sooner of such officers (a) removal by the Member(s) entitled to elect such officer, (b) resignation or death, or (c) removal by operation of law or an order or decree of any court of competent jurisdiction.

John D. Pezold, Sr., President
Tracy L. Sayers, Executive Vice President and Chief Operating Officer David Lewis, Chief Financial Officer
Betty Johnson, Corporate Secretary
IN WITNESS WHEREOF, the undersigned, as all of the members of the Company, have set their hands and seas, as of the day and year first set above.

Family Holdings Inc.


JOHN D. PEZOLD, President and sole Shareholder


## Part 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.


Part II Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or lam waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your fax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellat on of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and divj(eieds, you are not required to sign the certification, but you must provide your correct TiN. See the instructions for Part il, later.


## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutua funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form $W$-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,
later.

OFFICE OF INSURANCE AND SAFETY FIRE
John F. King, Commissioner Safety Fire Division-Safety Engineering
2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334


OPERATING PERMIT

| Mailing Name and Address |
| :--- |
| FAMILY HOLDINGS SUB LLC |
| 600 BROOKSTONE CTR PKY |
| ATTN: GREG RUSSELL |
| COLUMBUS GA 31904 |
|  |

JURISDICTION: E 141553
INSPECTION DATE: 05/25/2021
EXPIRATION DATE: 05/01/2022
INSPECTOR: TERRY KERLIN


Equipment Information
HHS \#4 (D)
OPER. PERMIT - PASSENGER ELEVATOR HOLIISTER-WHITNEY
A19250-4
4000
This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permit's expiration date for inspection and reissue of the certificate.

The Elevator Operating Permit must be posted in the car or on the premises. The Operating Permit for all other equipment shall be posted on the premises.

This Operating Permit may be revoked for failure to keep equipment in safe condition.
In the event of accident or injury:
Daytime Contact: (404) 679-0687
Night \& Weekend: (404) 473-1301
Please follow reporting requirements at www.oci.ga.gov.


JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER




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Daytime Contact: (404) 679-0687
Night \& Weekend: (404) 473-1301
Please follow reporting requirements at www.oci.ga.gov.


JOHN F. KING
INSURANCE AND SAFETY FIRE COMMISSIONER

| Mailing Name and Address |
| :--- |
| FAMILY HOLDINGS SUB LLC |
| 600 BROOKSTONE CTR PKY |
| ATTN: GREG RUSSELL |
| COLUMBUS GA 31904 |

JURISDICTION: H202356
INSPECTION DATE: 07/20/2020
EXPIRATION DATE: 04/01/2022
INSPECTOR: MICHAEL BARNHART

| Owner Name and Address | Location of Equipment |
| :--- | :--- |
| FAMILY FOLDINGS COLUMBUS | FAMILY HOLDINGS SUB LLC |
| 600 BROOKSTONE CTR PKY | 2100 COMER AVE. |
| ATTN: GREG RUSSELL | HEALTH AND HUMAN SERV. |
| COLUMBUS GA 31904 | COLUMBUS GA 31904-8725 |


|  | Equipment Information |
| :--- | :--- |
| SPECIFIC LOCATION: | BOILER ROOM |
| TYPE: | WATER TUBE |
| MANUFACTURER: | LOCHINVAR |
| NATIONAL BOARD NUMBER: | 168616 |
| SERIAL NUMBER: | 168616 |

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown, A sixty (60) day period is allowed after the Operating Permits expiration date for inspection and reissue of the certificate.

This Operating Permit must be posted on or near the above mentioned equipment.
This Operating Permit may be revoked for failure to keep equipment in safe condition.
In the event of accident or injury:

Daytime Contact: (404) 679-0687
Night \& Weekend (404) 473-1301


Please follow reporting requirements at www.oci.ga.gov.
OFFICE OF INSURANCE AND SAFETY FIRE
John F. King, Commissioner Safety Fire Division-Safety Engineering
2 Martin Luther King Jr. Drive West Tower, Suite 920 Atlanta, GA 30334

Mailing Name and Address
FAMILY HOLDINGS SUB LLC
600 BROOKSTONE CTR PKY
ATTN: GREG RUSSELL
COLUMBUS GA 31904

Owner Name and Address
FAMILY HOLDINGS COLUMBUS
600 BROOKSTONE CTR PKY ATTN: GREG RUSSELL COLUMBUS GA 31904

## OPERATING PERMIT



JURISDICTION: H246534
INSPECTION DATE: $\quad 07 / 20 / 2020$

EXPIRATION DATE: 04/01/2022

INSPECTOR: MICHAEL BARNHART

|  | Equipment Information |
| :--- | :--- |
| SPECIFIC LOCATION: | BOILER ROOM |
| TYPE: | WATER TUBE |
| MANUFACTURER: | LOCHINVAR |
| NATIONAL BOARD NUMBER: | 298748 |
| SERIAL, NUMBER: |  |

This is to certify that the equipment herein described may be operated at the location as specified and for the period as shown. A sixty (60) day period is allowed after the Operating Permits expiration date for inspection and reissue of the certificate.

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Daytime Contact: (404) 679-0687

Night \& Weekend (404) 473-1301


Please follow reporting requirements at www.oci.ga,gov.


All equipment listed on this report has been tested and is in operating condition unless otherwise indicated below.

| COMments Horn/strohe 2nd Foor North End notFlashing |  |  |
| :---: | :---: | :---: |
| Belteriesin FAce need tobe replaced, 12 jlyat batteries notanelbolt Peplaced iarlaf betteriet inmildle booster |  |  |
|  |  |  |
| Technician | Seth Markhaw | Date $6-4-21$ |
| Owner's Rep | Sown Ma- | Date 6-4.21 |
|  |  |  |


$\left.\begin{array}{|l|l|l|l|l|l|}\hline \text { QTY } & \begin{array}{c}\text { ITEM } \\ \text { CODE }\end{array} & \text { DESCRIPTION }\end{array}\right)$

[^17]THIS IS A WORK ORDER - AN INVOICE WILL FOLLOW

## FIRE PREVENTION DIVISION

FIRE SAFETY INSPECTION REPORT
B. H. "SkIp" Henderson, III Mayor/Director of Public Safety

Sal Scarpa FIRE-EMS Chief/EMA Director


Date
 K Time: In $\qquad$ Out $\qquad$ Total $\qquad$ Type of Occupancy y Serena 40, $6+20+2+2+)^{-2}$ Location Address
 Business Phone $\qquad$ $-4$ Occupant 840,4 r er Owner or Agent $\frac{1}{}$ Address hack en Address $\qquad$
Phone $\qquad$

Emergency Contact: Name: $\qquad$
Phone
Phone $\qquad$
A fire safety inspection has been conducted on your property. During this inspection, conditions affecting fire safety throughout the premises were noted. In accordance with the Fire Prevention Code, it is necessary that the items checked below be given your immediate attention.

Life Hazards: Occupancy Load

8. Electrical;
a. $\square$ Obvious wiring problems
b. $\square$ Items too close to electrical panels
c. $\square$ Protective covering missing on
equipment/panel
d. Improper use of extension cords
9. Cooking/Hood Protection:
a. $\square$ Extinguishing system serviced
within the last 6 months (tagged)
b. $\square$ Filters - Clean/Needs Cleaning
c. Hood - Clean/Needs Cleaning
d. $\square$ Cooking Equipment - Clean or
Needs Cleaning
10. Miscellaneous:
a. $\square$ Other fire hazards noted (See Remarks)
8. Electrical;
a. $\square$ Obvious wiring problems b. Items too close to electrical panels c. Protective covering missing on equipment/panel
9. Cooking/Hood Protection:
$\square$ Extinguishing system serviced within the last 6 months (tagged) b. Filters - Clean/Needs Cleaning d. Cooking Equipment - Clean or Needs Cleaning
a. Other fire hazards noted (See Remarks)




## JOB SUMMARY

## (S)

## From <br> ProTech Fire, Inc.

935 Interstate Ridge Drive, Suite
D
Gainesville, GA 30501
(770) 531-0587
www.protech-fire.net

| Job No. | 21456652 |
| ---: | :--- |
| Date | $6 / 4 / 2021$ |
| Type | Inspection |
| PO No. |  |

Acom Fire Solutions LLC
Health and Human Services
2100 Comer Avenue Columbus, GA 31904

## Services

昌 Annual Fire Pump Inspection

## Deficiencies



## Comments

No Comments

## ST PROTECHITIT:

## REPORT OF ANNUAL FIRE PUMP INSPECTION

Facility: Health and Human Services
Date:06/04/2021 08:00am EDT

| FACILITY INFORMATION |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Customer: | Acom Fire Solutions LLC $\quad$ Facility: |  |  |  | Health and Human Services |  |  |
| Facility Address: | 2100 Comer Avenue |  |  |  |  |  |  |
| City/State/ZIP: |  | 1 | /319 | Additional Notes: |  |  |  |
| Site Contact: | John Jefferies |  |  | Site Contact Phone Number: |  |  |  |
| Site Contact Email: | jeffries@acom.us |  |  | Is the System Monitored: | 㽞Y | $\square \mathrm{N}$ | $\square N A$ |
| System Placed in Test: | EY | $\square N$ | $\square \mathrm{NA}$ | System Returned to Normal: | EY | $\square \mathrm{N}$ | $\square N A$ |
| INSPECTOR INFORMATION |  |  |  |  |  |  |  |
| Start date of Inspection: | 06/04/2021 08:00am EDT |  |  | Inspector: | W. Raleigh Roberts |  |  |
| Inspector's License Number: | IL1100 |  |  | GA State License Number: | CLOO |  |  |



## PAPROTECHIT:

## REPORT OF ANNUAL FIRE PUMP INSPECTION

Facility: Health and Human Services
Date: 06/04/2021 08:00am EDT

| Pump coupling guards are in place and properly installed | EY | $\square \mathrm{N}$ | $\square$ NA |
| :---: | :---: | :---: | :---: |
| Suction, Discharge, and bypass valves are fully open | EY | $\square \mathrm{N}$ | $\square$ NA |
| Fire pump piping is free of leaks | EY | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Suction line pressure gauge readings are within acceptable range | EY | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| System line pressure gauge readings are within acceptable range | EY | $\square N$ | $\square$ NA |
| Suction reservoirs have the required water level | $\square Y$ | $\square \mathrm{N}$ | - NA |
| Wet pit suction screens are unobstructed and in place | $\square Y$ | $\square \mathrm{N}$ | - NA |
| Waterflow test valves are in the closed position, the test header valve is closed, and test line is free of water | EY | $\square \mathrm{N}$ | $\square$ NA |
| Packing glands checked and operating at proper leakage rate | 回 | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Power to jockey pumps is provided | EY | $\square \mathrm{N}$ | $\square N A$ |
| Fire pump stuffing box drains free flowing | EY | $\square \mathrm{N}$ | $\square$ NA |
| Alignment of couplings checked and couplings within parameters | EY | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Circulation relief valves operating properly | EY | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Net discharge pressure of flow test not less than 95\% of pump rated pressure | EY | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| All pumps free of excessive vibration | 回Y | $\square \mathrm{N}$ | $\square$ NA |
| All pumps operated properly via automatic pressure drop | EY | $\square N$ | $\square$ NA |
| All pumps operated properly via manual start buttons (Not emergency start handie) | EY | $\square \mathrm{N}$ | $\square$ NA |
|  |  |  |  |
| Isolating switch and circuit breaker exercised | EY | $\square \mathrm{N}$ | $\square$ NA |
| Controller pilot lights (Power On) are illuminated | $\square \mathrm{Y}$ | EN | $\square \mathrm{NA}$ |
| Transfer switch normal pilot lights are illuminated | $\square Y$ | $\square \mathrm{N}$ | - NA |
| Phase reversal alarm pilot light is off, or normal phase rotation pilot light is on | EY | $\square \mathrm{N}$ | $\square N A$ |
| Automatic transfer confirmed during operation (ONLY COMPLETED IF APPROVED BY OWNER PRIOR TO TEST) | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | ENA |
| Wenw |  |  |  |
| Fuel tank is at least $2 / 3$ full | $\square Y$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| All flexible hose and connections in good repair | $\square Y$ | $\square \mathrm{N}$ | $\square N A$ |
| Fuel tank vents and overflow piping not obstructed | $\square Y$ | $\square N$ | $\square N A$ |
| Controller selector switches are in auto position | $\square Y$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Batteries' voltage readings are within acceptable range | $\square \mathrm{Y}$ | $\square N$ | $\square$ NA |
| Batteries' charging current readings are withing acceptable range | $\square Y$ | $\square N$ | $\square$ NA |
| Batteries' pilot lights are on or battery failure pilot lights are off | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square$ NA |
| All alarm pilot lights are off | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Engine running time meters are reading | $\square Y$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Oil level in right angle gear drives are within acceptable range | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Crankcase oil levels are within acceptable range | $\square Y$ | $\square \mathrm{N}$ | $\square N A$ |
| Cooling water levels are withing acceptable range | $\square Y$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Electrolyte level in batteries is within acceptable range | $\square Y$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Install date indicated on batteries | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square$ NA |
| Battery terminals are free from corrosion | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square N A$ |
| Water-jacket heaters are operating | $\square Y$ | $\square N$ | $\square N A$ |
| Packing glands checked and operating at proper leakage rate | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Fire pump stuffing box drains free flowing | $\square Y$ | $\square N$ | $\square \mathrm{NA}$ |
| Engine belts in good repair | $\square Y$ | $\square N$ | $\square$ NA |
| Exhaust free of leaks of fumes into room | $\square Y$ | $\square N$ | $\square N A$ |
| Exhaust insulation in good state of repair | $\square Y$ | $\square \mathrm{N}$ | $\square \mathrm{NA}$ |
| Exhaust hangers and supports installed and in good repair | $\square Y$ | $\square \mathrm{N}$ | $\square$ NA |
| Flexible exhaust connection in good repair | $\square \mathrm{Y}$ | $\square \mathrm{N}$ | $\square$ NA |

REPORT OF ANNUAL FIRE PUMP INSPECTION


## Disclaimer

ProTech Fire, Inc. makes every effort to provide our customers with a complete NFPA 25 Code Compliant inspection, however some items MAY not be included in our standard inspection, below are a few items and not implied to be an all-inclusive list.

1) NFPA 25 requires numerous items be checked and/or inspected on a Weekly, Quarterly and Annual frequency - the customer/owner MUST comply and complete any items not supplied by PTI.
2) Back flows are required to be checked Annually and may not be part of this service agreement.
3) Water Storage tanks may not be part of the agreement, it is possible the tanks may be checked under a different contract unless noted in this report.
4) If the facility inspected is covered by Factory Mutual additional items may be required per FM Data Sheets or specific site requirements-PTI must be notified if a FM inspection is required and any special items required brought to the sales representative.
5) Access must be granted to all areas during inspection in order to be considered a full inspection.
6) Any fire hoses have not been stretched out, pressure tested, or physically inspected. If this is desired, please contact the sales representative to have this included in any inspections.

## Fire Pumps:

1) Numerous electrical checks must be performed on Electric and Diesel fire pumps, this may include power Transfer switches and generator starts- These items are NOT provided under this agreement.
2) Diesel battery gravity checks, oil changes, filter changes, etc may not be part of this service, normally handled by engine maintenance service agreements.
3) A laser alignment may not be included in this service such as required by Factory Mutual and other agency- any special items required brought to the sales representative.

## find

## REPORT OF ANNUAL FIRE PUMP INSPECTION



## REPORT OF ANNUAL FIRE PUMP FLOW TEST

| Facility: | Health and Human Services |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fire Pump \#/ID: | 1250GPM |  |  |  |  |  |  |  |  |
| Pump Design | Placard Info |  |  |  | Rated Speed | NFPA Curve |  |  |  |
| Flow Percentage | Flow (GPM) |  | Pressure (PSI) |  | RPM | Flow (GPM) |  | Pressure (PSI) |  |
| Churn | 0 |  | 125 |  | 1770 | 0 |  | 154 |  |
| 100\% | 1250 |  | 110 |  | 1770 | 1250 |  | 110 |  |
| 150\% | 1875 |  | 98 |  | 1770 | 1875 |  | 72 |  |
| Adjusted Flow Test Results |  |  |  |  |  |  |  |  |  |
|  |  |  | Unadjusted Flow. |  |  |  |  |  |  |
| Flow Status | Suction | Discharge | Flow | Net Head | RPM | Adjusted Flow | Adjusted Net Head |  | \% Capacity |
| Churn | 44 | 166 | 0 | 122 | 1794 | 0 | 119 |  | 0.0\% |
| 100\% | 36 | 145 | 1280 | 109 | 1782 | 1289 | 108 |  | 103.1\% |
| 150\% | 25 | 125 | 1875 | 100 | 1780 | 1886 | 99 |  | 150.8\% |
| Driver Stats |  |  |  |  |  |  |  |  |  |
|  | Diesel |  |  |  | Electrical |  |  |  |  |
| Item | Churn | Rated | Overload |  | Item | Churn | Rated | Overload |  |
| Oil Pressure |  |  |  |  | Voits |  |  |  |  |
| Temperature |  |  |  |  | Amps |  |  |  |  |



# Annual Inspection Report 

Completed on: 2021-06-09

> for

Health and Human Services
2100 Comer Ave

Columbus, Ga 31901

Conducted By:
Heath Ferguson
NICET III (Sprinkler)
Acom Fire Solutions
Columbus, Georgia 31909


## Report of Inspection/Test

Annual NFPA 25





| Report of Inspection/Test |  |
| :--- | :--- |
| Annual NFPA $\mathbf{2 5}$ |  |
|  |  |
| 2021-06-09 | Conducted by: Heath Ferguson |
| Property |  |
| Health and Human Services | NICET III (Sprinkler) |
| 2100 Comer Ave |  |
| Columbus Ga 31901 | Acom Fire Solutions |
| Print Date: 2021-07-07 | Columbus Georgia 31909 |
|  | jcarreker@acom.us |
| Questions with Photos and Notes |  |
| Health and Human Wet System 1 - Record initial static pressure |  |
| Notes: |  |
| Pump fed see pump test for pressures no gauges at risers |  |



None

None
Deficiencies - Health and Human Wet System 1

None


PROPERTY INFORMATION
LOCATIONIDESCRIPTION
Location \#24 2100 Comer Avenue
Columbus, GA 31902 Building \#1 Office Building - LRO

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.
COVERAGE INFORMATION

| $\quad$ COVERAGEPERILSFORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
| :--- | :--- | :--- |
| ****Blanket Coverage Information**** |  |  |
| Blanket \#1 Blanket Building, Pers Prop, Business Inc, Equip Breakdown <br> Cause of Loss: Special (Including Theft) <br> Valuation: Replacement Cost | $247,831,670$ | 50,000 |
| Commercial Property Policy Level Coverages <br> (See Attached Coverage Info.) |  |  |

REMARKS (Including Special Conditions)

| ****** Supplemental Names ****** |  |  |  |
| :---: | :---: | :---: | :---: |
| Type: None |  |  |  |
| Four JS Family Partnership, LLLP (See Attached Remarks) |  |  |  |
| CANCELLATION |  |  |  |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATON DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |  |  |  |
| ADDITIONAL INTEREST |  |  |  |
| NAME AND ADDRESS <br> Columbus Consolidated Government $100 \mathrm{E} \text { 10th St }$ <br> Columbus, GA 31901 | MORTGAGEE LOSSPAYEE | ADDITIONAL INSURED |  |
|  | LOAN \# |  |  |
|  | AUTHORIZED REPRESENTATIVE |  |  |
|  |  |  |  |
| ACORD 27 (2009/12) 1 of 3 S 482701 | are registere | 09 ACORD CORPORATION. CORD <br> JLRXH | All rights reserved. |

## COVERAGE INFORMATION (Continued from page 1.)

| Coverage/perils/forms | amount of insurance | deductible |
| :---: | :---: | :---: |
| Coverage: Flood - All Icocations <br> Coverage: Earthquake - All Locatins <br> Coverage: Equipment Breakdown <br> Coverage: Property Plus Endorsement <br> Coverage: Contingent Real Property <br> Coverage: Supply Chain <br> Coverage: Flood - 4530 Cargo Drive <br> Coverage: Earthquake - 210 GP Murrell Drive Cabot Arkansas <br> Commercial Property Location Specific Coverages <br> Location \#. 242100 Comer Avenue Columbus, GA 31902 <br> Building \#. 1 Office Building - LRO <br> Coverage: Building <br> Cause: Special (Including Theft) <br> Coverage: Business Income With Extra Expense - 24 Hour Deductible <br> Cause: Special (Including Theft) | $25,000,000$ <br> 25,000,000 <br> 250,000 <br> 500,000 <br> 5,000,000 <br> 500,000 <br> 37,491,056 <br> 1,200,000 | $\$ 50,000$ <br> $\$ 50,000$ <br> 100,000\% <br> 100,000\% <br> $\$ 50,000$ |

Client\# $655173 \quad$ PEZOLMANAG

ACORD $_{\mathrm{w}} \quad$ CERTIFICATE OF LIABILITY INSURANCE

| THIS CERTIFICATE IS ISSUED AS A MA TTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |  |  |
| :---: | :---: | :---: |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s). |  |  |
| PRODUCER <br> Marsh \& McLennan Agency LLC <br> 200 Brookstone Centre Pkwy <br> Suite 118 <br> Columbus, GA 31904 |  |  |
|  |  |  |
|  | - E-MAAL ADRESs: rebecca.hightower@MarshMMA.co |  |
|  | INSURER( S ) AFFORDING COVERAGE | NAIC\# |
|  | INSURER A : Arch Insurance Company | 11150 |
| INsURED <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br>  <br> Columily Holdings Sub LLC | INSURER B : Aspen American Insurance Company | 43460 |
|  | InSURERC: |  |
|  | InSURERD: |  |
|  | InSURERE: |  |
|  |  |  |


|  | COVERAGES |  |  | CER | TFIC | ATE | NUMBER: |  |  | REVISION NUMBER: |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTNITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THISCERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POUICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS exclusions and conditions of such policies. limits shown may have been reduced by paid claims. |  |  |  |  |  |  |  |  |  |  |  |
|  | TYPE OF INSURANCE |  |  |  | ADSDL | WD | policy number | (MPOLCVCEFFF) | (MOUCDIEXPY) | LIMITS |  |
| A | x | COMMERCIAL GENERAL LIABILITY |  |  |  |  | ZAGLB9217505 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE PAMAGETO RENTED REEMISES Ea occurrence) |  |
|  |  |  |  |  | \$300,000 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | MED EXP (Any ono person) | \$10,000 |
|  |  |  |  |  |  |  |  |  |  | PERSONAL \& ADV INJURY | \$1,000,000 |
|  | GENL AGGREGATE LIMIT APPLIESPER: |  |  |  |  |  |  |  |  | GENERALAGGREGATE | \$2,000,000 |
|  |  | POLICY $\square$ JEC | CT ${ }^{\text {Co }}$ | $x$ LOC |  |  |  |  |  | PRODUCTS-COMP/OP AGG | \$2,000,000 |
|  |  | OTHER: |  |  |  |  |  |  |  |  | \$ |
| A | AUTOMOBILE LIABILITY |  |  |  |  |  |  | ZACAT9239505 | 10/01/2021 | 10/01/2022 | CoMEINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
|  | $\begin{array}{\|c\|} \hline x \\ \hline x \\ \hline \end{array}$ | any Auto OMMED AUTOSONLY AIRED MLY |  |  |  |  | BODILY INJURY (Per person) |  |  |  | \$ |
|  |  |  | Sch | HeDULED |  |  | BODILY INJURY (Per accident) |  |  |  | \$ |
|  |  |  | $\mathrm{X}$ | NOOWMED TTOS ONLY |  |  | PROPERTYDAMAGE (Per accident) |  |  |  | $\$$ |
|  |  |  |  |  |  |  |  |  |  |  | $\$$ |
| B | X | UMBRELLA LIAB <br> ExCESS LIAB | X | occur |  |  | CX00NV821 | 10/01/2021 | 10/01/2022 | EACH OCCURRENCE | \$10,000,000 |
|  |  |  |  | CLAIMS-MADE |  |  |  |  |  | AGGREGATE | \$10,000,000 |
|  |  | $\left.\mathbf{X}\right\|_{\text {Retention } 40}$ |  |  |  |  |  |  |  |  | \$ |
| A | WORKERS COMPENSATION <br> AND EMPLOYERS' LIABILITY <br> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBEREXCLUDED? <br> (Mandatory in NH) <br> If yes, describe under <br> DESCRIPTION OF OPERATIONS below |  |  |  | N/A |  | ZAWC19385305 | 10/01/2021 | 10/01/2022 |  | $\$ 1,000,000$ |
|  |  |  |  |  |  | E.L. EACH ACCIDENT |  |  |  |  |  |
|  |  |  |  |  |  | E.L. DISEASE-EAEMPLOYEE |  |  |  | \$1,000,000 |  |
|  |  |  |  |  |  | E.L. DISEASE-POLICYLIMIT |  |  |  | \$1,000,000 |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2100 Comer Ave. Columbus, GA
(GL) Blanket Additional Insured Endorsement, Form CG 20260413
(GL) Blanket Additional Insured with Completed Operations Endorsement, Form GL068900 0611
(GL) Blanket Waiver of Subrogation Endorsement, Form CG 24040509
(GL) 60 Day Notice of Cancellation Certificate Holders (Specified Days), Form ML0087 001110
(See Attached Descriptions)


## DESCRIPTIONS (Continued from Page 1)

(GL) Blanket Primary and Non-Contributory Other Insurance Condition Endorsement, Form CG 20010413

File Attachments for Item:
A. Bomb Robot for Sheriff's Office (GSA Cooperative Purchase)

It is requested that Council approve the purchase of a bomb robot from ICOR Technology (Ottaway Ontario, Canada), in the amount of $\$ 79,816.12$, by Cooperative Purchase via Federal GSA Contract \#GS-07F-0430V.

The Mini-CALIBER ${ }^{\circledR}$ bomb robot is lightweight, modular, and one-man portable. The robot will allow the Bomb Squad officers to remain a safe distance away from a suspect package or hostagetaker; therefore, reducing the loss of life. The equipment will enhance Bomb Squad capabilities and provide a smaller platform robot that can work in more confined space and hard to manage areas, but still complete full bomb disposal operations to include neutralization of known and/or suspected explosive devices. Also, due to the smaller platform, the robot can be integrated into SRT/SWAT missions and be used for barricaded gunmen, hostage situations and high-risk warrants to locate suspects and provide invaluable intel to the tactical teams.

Funds are budgeted in the FY22 Budget: Multi-Government Project Fund - Sheriff - FY19 DHS State Homeland Security Grant-Capital Expenditures/Over \$5,000; 0216-550-3014 - EDOG 7761.

## A RESOLUTION

NO.

A RESOLUTION AUTHORIZING PURCHASE OF A BOMB ROBOT FROM ICOR TECHNOLOGY (OTTAWAY ONTARIO, CANADA), IN THE AMOUNT OF \$79,816.12, BY COOPERATIVE PURCHASE VIA FEDERAL GSA CONTRACT \#GS-07F-0430V.

WHEREAS, the Mini-CALIBER ${ }^{\circledR}$ bomb robot is lightweight, modular, and one-man portable. The robot will allow the Bomb Squad officers to remain a safe distance away from a suspect package or hostage-taker; therefore, reducing the loss of life; and,

WHEREAS, the equipment will enhance Bomb Squad capabilities and provide a smaller platform robot that can work in more confined space and hard to manage areas, but still complete full bomb disposal operations to include neutralization of known and/or suspected explosive devices. Also, due to the smaller platform, the robot can be integrated into SRT/SWAT missions and be used for barricaded gunmen, hostage situations and high-risk warrants to locate suspects and provide invaluable intel to the tactical teams.

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

That the City Manager is hereby authorized to purchase a bomb robot from ICOR Technology (Ottaway Ontario, Canada), in the amount of $\$ 79,816.12$, by Cooperative Purchase via Federal GSA Contract \#GS-07F-0430V. Funds are budgeted in the FY22 Budget: MultiGovernment Project Fund - Sheriff - FY19 DHS State Homeland Security Grant- Capital Expenditures/Over \$5,000; 0216-550-3014-EDOG-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of $\qquad$ 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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

[^18]
## File Attachments for Item:

B. Preventative Maintenance for the Fingerprint/Mugshot Livescan Plus Hardware and Software System for Sheriff's Office

## (B) PREVENTIVE MAINTENACE FOR THE FINGERPRINT/MUGSHOT LIVESCAN PLUS HARDWARE AND SOFTWARE SYSTEM FOR SHERIFF'S OFFICE

It is requested that Council approve payment to Dataworks Plus (Greenville, SC), in the amount of $\$ 25,698.50$, for the annual preventive maintenance of the fingerprint/mugshot LiveScan Plus hardware and software system.

The LiveScan Plus system captures, stores, and retrieves all primary biometrics including fingerprints and palm prints. The system interfaces with Sheriff's web site to provide photographs and data of inmates currently in the Muscogee County Jail. Additionally, the system's PhotoManager Biometric Identification system module integrates palm and finger templates. As well as, adds electronic card and storage retrieval interfaced with PhotoManager technology.

DataWorksPlus has been improving, expanding and building upon the initial inmate mugshot system platform purchased in 1996, per resolution \#233-96. The vendor continues to maintain the current system. DataWorksPlus owns all rights and licenses to all the software modules, and therefore is the only known source to provide the maintenance.

Funds are budgeted in the FY22 Budget: General Fund - Sheriff - Detention - Service Contracts; 0101 - 550 - 2600 - JAIL - 6513 .

## A RESOLUTION

NO. $\qquad$
A RESOLUTION AUTHORIZING PAYMENT TO DATAWORKS PLUS (GREENVILLE, SC), IN THE AMOUNT OF \$25,698.50, FOR THE ANNUAL PREVENTIVE MAINTENANCE OF THE FINGERPRINT/MUGSHOT LIVESCAN PLUS HARDWARE AND SOFTWARE SYSTEM.

WHEREAS, the LiveScan Plus system captures, stores, and retrieves all primary biometrics including fingerprints and palm prints. The system interfaces with Sheriff's web site to provide photographs and data of inmates currently in the Muscogee County Jail. Additionally, the system's PhotoManager Biometric Identification system module integrates palm and finger templates. As well as, adds electronic card and storage retrieval interfaced with PhotoManager technology; and,

WHEREAS, DataWorksPlus has been improving, expanding and building upon the initial inmate mugshot system platform purchased in 1996, per resolution \#233-96. The vendor continues to maintain the current system. DataWorksPlus owns all rights and licenses to all the software modules, and therefore is the only known source to provide the maintenance.

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

That the City Manager is hereby authorized to make payment to Dataworks Plus (Greenville, SC), in the amount of $\$ 25,698.50$, for the annual preventive maintenance of the fingerprint/mugshot LiveScan Plus hardware and software system. Funds are budgeted in the FY22 Budget: General Fund Sheriff - Detention - Service Contracts; 0101-550-2600 - JAIL - 6513 .

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ members of said Council.

Councilor Allen voting Councilor Barnes voting
Councilor Crabb voting


Councilor Woodson voting
B.H. "Skip" Henderson III, Mayor

Sandra T. Davis, Clerk of Council

## File Attachments for Item:

C. Small Asphalt Truck (Mini Patcher) for Public Works - Sourcewell Cooperative Purchase

## AGENDA

 SUBJECT:INITIATED BY: Finance Department

It is requested that Council approve the purchase of one (1) small asphalt truck (Model BC-1.8 Mini Patcher) for the Public Works Department, from Environmental Products Group, Inc. (Atlanta, GA), at a unit price of $\$ 174,700.00$, via Sourcewell Contract \#080521-PBL.

The equipment will be used by staff of the Repairs and Maintenance Division of the Public Works Department to patch potholes in streets and on sidewalks. This is replacement equipment.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) Contract \#080521-PBL, initiated by Sourcewell, whereby PB Loader was one of the successful vendors contracted to provide Roadway Maintenance Equipment. The contract, which commenced October 11, 2021, is good through October 11, 2025, 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. Environmental Products Group, Inc. is the sole provider of PB Asphalt Pothole Patchers and Truck Loaders in the state of Georgia.

Funds are budgeted in the FY22 Budget: Paving Fund - Public Works - Repairs and Maintenance - Heavy Trucks; 0203-260-3110-REPR - 7723 .

NO.
A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) SMALL ASPHALT TRUCK (MODEL BC-1.8 MINI PATCHER) FOR THE PUBLIC WORKS DEPARTMENT, FROM ENVIRONMENTAL PRODUCTS GROUP, INC. (ATLANTA, GA), AT A UNIT PRICE OF $\$ 174,700.00$. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT \#080521-PBL.

WHEREAS, the equipment will be used by staff of the Repairs and Maintenance Division of the Public Works Department to patch potholes in streets and on sidewalks. This is replacement equipment.

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) Contract \#080521-PBL, initiated by Sourcewell, whereby PB Loader was one of the successful vendors contracted to provide Roadway Maintenance Equipment. The contract, which commenced October 11, 2021, is good through October 11, 2025, 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. Environmental Products Group, Inc. is the sole provider of PB Asphalt Pothole Patchers and Truck Loaders in the state of Georgia.

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

That the City Manager is hereby authorized to purchase one (1) small asphalt truck (Model BC-1.8 Mini Patcher) for the Public Works Department, from Environmental Products Group, Inc. (Atlanta, GA) at a unit price of $\$ 174,700.00$, by Cooperative Purchase via Sourcewell Contract \#080521-PBL. Funds are budgeted in the FY22 Budget: Paving Fund - Public Works - Repairs and Maintenance - Heavy Trucks; 0203-260-3110-REPR - 7723 .

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of
$\qquad$ , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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. Reimbursement to the Housing Authority of Columbus, Georgia for Termite Damage Repairs at Legacy Terrace Apartments

It is requested that Council approve reimbursement payments to the Housing Authority of Columbus, Georgia in the estimated amount of $\$ 91,000$, plus the cost of any unforeseen repair issues, for architectural and construction services required to repair the termite damage at Legacy Terrace Apartments. This is done in accordance with the agreement with the Housing Authority to manage Legacy Terrace per Resolution \#129-09.

The architectural and construction work is needed due to a termite infestation at Legacy Terrace Apartments. The Housing Authority has been working with the Department of Agriculture and the termite company to alleviate the termite issue. The termites have been eliminated, and now the necessary repairs need to be performed.

The architectural and construction work includes preparation of all construction documents for bidding and construction, project supervision, new interior framing, cabinets, floor finishes, plumbing and painting.

Legacy Terrace Reserves in the General Fund will be used to process the reimbursements.

## A RESOLUTION

NO.
$\qquad$


#### Abstract

A RESOLUTION AUTHORIZING REIMBURSEMENT PAYMENTS TO THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA IN THE ESTIMATED AMOUNT OF \$91,000, PLUS THE COST OF ANY UNFORESEEN REPAIR ISSUES, FOR ARCHITECTURAL AND CONSTRUCTION SERVICES REQUIRED TO REPAIR THE TERMITE DAMAGE AT LEGACY TERRACE APARTMENTS. THIS IS DONE IN ACCORDANCE WITH THE AGREEMENT WITH THE HOUSING AUTHORITY TO MANAGE LEGACY TERRACE PER RESOLUTION \#129-09.


WHEREAS, the architectural and construction work is needed due to a termite infestation at Legacy Terrace Apartments. The Housing Authority has been working with the Department of Agriculture and the termite company to alleviate the termite issue. The termites have been eliminated, and now the necessary repairs need to be performed; and,

WHEREAS, the architectural and construction work includes preparation of all construction documents for bidding and construction, project supervision, new interior framing, cabinets, floor finishes, plumbing and painting.

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

That the City Manager is hereby authorized to make reimbursement payments to the Housing Authority of Columbus, Georgia in the estimated amount of $\$ 91,000$, plus the cost of any unforeseen repair issues, for architectural and construction services required to repair the termite damage at Legacy Terrace Apartments. This is done in accordance with the agreement with the Housing Authority to manage Legacy Terrace per Resolution \#129-09. Funds are available in the Legacy Terrace Reserve funding source.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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


[^19]
## File Attachments for Item:

E. Add-On - Anchor Tenants for Concession \& Retail Services/Columbus Civic Center II (Annual Contract) - RFP No. 22-0012

It is requested that Council authorize the execution of an annual contract with Mt. Pleasant Properties, LLC dba The Pizza Place (Fortson, GA) to provide concessionaire services for Concession Location B, and with Chester's Ribs \& BBQ, Inc. (Columbus, GA) to provide concessionaire services for Concession Location A, within the Columbus Civic Center. The Contractors (anchor tenants) will pay an annual lease payment for the exclusive use of their Concession Locations, including the use and maintenance of the existing equipment.

The anchor tenants will provide food service within their culinary expertise and will fulfill the following requirements:
A. Provide all necessary equipment and labor to provide concession services at their designated location within the Columbus Civic Center.
B. Provide state-of-the-art signage and professionally brand the concession location to reflect the identity of the contracted vendor and equip the location to provide the best appearance for concession presentation.
C. Provide their own POS system.
D. Implement a mobile ordering process within the first year of the lease.
E. Operate the food service facilities in a professional and resourceful manner, complying with all public health regulations including a Grade "A" sanitation rating to the satisfaction of all authorized Health Department Officials. The following permits are required:

1. Fire Safety Inspection
2. Columbus Water Works - Food Service Industry Water Discharge Permit Grease Trap Permit
3. Health Department Inspections
4. Health Department Reports (Provide the last four health reports)
5. Certificate of Occupancy issued by Inspections and Codes
6. Health Marshal Slip from the Health Department
C. Post signage of all articles for sale and the price of each article.
D. Make available for inspection, upon reasonable prior notice, full and complete records including invoices and payments, of all materials brought to or sold from the premises.

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

## Annual Contract History:

There have been no anchor tenants providing concession services for inside events between March 2020 and March 2021 due to COVID.

RFP No. 21-0007 for Anchor Tenants for Concession/Columbus Civic Center II (Annual Contract) was advertised on May 27, 2021, and three proposals were received on June 18, 2021; one vendor's proposal was incomplete; and one vendor withdrew proposal during the evaluation process. One (1) contractor was awarded on November

9, 2021, for a term of two (2) years with the option to renew for three (3) additional twelve-month peri Item \#E. Resolution No. 403-21, with the contract term beginning on November 9, 2021.
In an effort to have other Anchor Tenants fill the remaining locations, this second RFP was advertised.

## 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 October 25, 2021. This RFP has been advertised, opened, and evaluated. One (1) proposal was received on November 19, 2021. Per the RFP specifications, the Director of the Civic Center has the authority to negotiate with potential offerors to obtain an acceptable offer in the event no acceptable offer is received for other locations. Consequently, a second proposal was received on February 3, 2022.

The responding vendors were:

## Mt. Pleasant Properties, LLC dba The Pizza Place (Fortson, GA) Chester's Ribs and BBQ, Inc. (Columbus, GA)

The following events took place after receipt of the proposals:

| RFP MEETINGS/EVENTS |  |  |
| :--- | :---: | :--- |
| Description | Date | Agenda/Action |
| Pre-Evaluation/1st <br> Meeting | $01 / 5 / 22$ | The RFP documents and related addenda, as well as the RFP <br> rules and process, were provided to evaluation committee <br> members to review prior to the virtual meeting. The <br> Purchasing Manager gave an overview of the rules and policies <br> of the evaluation process. The Project Head gave an overview <br> of the needs of the Civic Center for this contract. The single <br> proposal received was reviewed and discussed by the <br> committee. There were no issues with the vendor's <br> qualifications, but further clarifications and confirmations were <br> needed regarding lease fees due to COVID. |
| Discussions | $1 / 13 / 22$ | Per the RFP specifications, the Director of the Civic Center has <br> the authority to negotiate with potential offerors to obtain an <br> acceptable offer in the event no acceptable offer is received for <br> other locations. Consequently, Civic Center Director began <br> discussions with Chester's Ribs \& BBQ, Inc. |
| Vendor Clarification | $2 / 2 / 22$ | Clarification was sent to The Pizza Place. Vendor responded <br> with clarification. |
| Additional Proposal Received | $2 / 3 / 22$ | Proposal received from Chester's Ribs \& BBQ, Inc. |
| Recommendation Ballots | $2 / 4 / 22$ | The Committee was provided the clarification response from <br> The Pizza Place, as well as a copy of Chester's proposal to <br> review. Recommendation ballots were sent to Voters to <br> complete and return for both vendors. |
| Ballot Results | $2 / 4 / 22$ | Mt. Pleasant Properties, LLC dba The Pizza Place and <br> Chester's Ribs and BBQ, Inc. were unanimously <br> recommended for award. |

## Evaluation Committee:

Proposals were reviewed by members of the Evaluation Committee, which consisted of one voting member from the Columbus Civic Center, one voting member from the Golf Course, and one voting member from Columbus Convention \& Visitors Bureau (Visit Columbus).

One representative from Human Resources and one representative from Community Reinvestment served alternate voters. One representative from the Civic Center served as a non-voting advisor.

## Award Recommendation:

Based on the majority final vote, the Committee recommended award to Mt. Pleasant Properties, LLC dba The Pizza Place and Chester's Ribs and BBQ, Inc.

## The Pizza Place

## Vendor Qualifications/Experience:

- The Pizza Place, formerly Picasso's Pizzeria, is a new business.
- Owner/Operator/Manager - Outskirts Sports Bar \& Grill (Columbus, GA), 2016-2019.
- Owner/Managing Partner - Picasso’s Pizzeria / The Pizza Place (Columbus, GA), 8/2021-Present.
- Board Member - J \& S Hospitality Management, Inc. (Huntsville, AL), 4/1998-8/2005.
- CEO - Junior Hospitality Corporation (Cullman, AL), 1/1996-8/2005.


## Client Work History:

- Boondocks Mud Park (Butler, GA) - Catered multiple events to include private events, mudding tournaments, and concerts.


## Chester's Ribs \& BBQ, Inc. <br> Vendor Qualifications/Experience:

- Chester's Ribs \& BBQ, Inc., founded in 1939, has been in the foodservice business for 80 years.
- Chester's Ribs \& BBQ, Inc. staff has more than 50 years of combined experience in food preparation and hospitality.
- Chester's Ribs \& BBQ, Inc. has provided concessionaire services for the City's Parks \& Recreation Sports Facilities for the last five years.
- Chester's Ribs \& BBQ, Inc. staff has served an estimated 10,000 customers during sporting events such as the GHSA Softball tournament.


## Client Work History:

- Columbus Park and Recreation, March 2014-Present - Provided concession stand services at South Commons Softball field and Memorial Stadium. \$30,000.00/ongoing.
- Alatrade, April 2016-Present - Provided services during lunch and dinner hours in Alatrade employee cafeteria. \$15,000/ongoing.
- Columbus Consolidated Government Café, March 2014-Present - Provide daily food services in the café at the Government Center for breakfast and lunch. \$30,000.00/ongoing.
- Other customers include: Columbus Technical College (Columbus, GA), Columbus Airport (Columbus, GA), Mount Olive Primary School (Fort Mitchell, AL), Kendrick High School (Columbus, GA), Elite Ventures Leasing \& Management (Columbus, GA), Fourth Street Missionary Baptist Church (Columbus, GA), Georgia Visitor Information Center (Columbus, GA), West Central Georgia Cancer Coalition (Columbus, GA), Muscogee County School District (Columbus, GA), Columbus Civic Center (Columbus, GA), and Davis Broadcasting Inc. (Columbus, GA).

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

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- Page 387-
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The lease revenue will be deposited into the following Revenue Account: Civic Center Fund - Civic C Concessions/Catering - Food Service Contract-Civic Center; 0757-160-2800-CONC-4587.

## A RESOLUTION

NO. $\qquad$
A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH MT. PLEASANT PROPERTIES, LLC D/B/A THE PIZZA PLACE (FORTSON, GA) TO PROVIDE CONCESSIONAIRE SERVICES FOR CONCESSION LOCATION B, AND CHESTER'S RIBS \& BBQ, INC. (COLUMBUS, GA), FOR CONCESSION LOCATION A, WITHIN THE COLUMBUS CIVIC CENTER. THE CONTRACTORS (ANCHOR TENANTS) WILL PAY AN ANNUAL LEASE PAYMENT FOR THE EXCLUSIVE USE OF THEIR CONCESSION LOCATIONS, INCLUDING THE USE AND MAINTENANCE OF THE EXISING EQUIPMENT.

WHEREAS, an RFP was administered (RFP 22-0012) and proposals were received from two (2) qualified offerors; and,

WHEREAS, the proposals submitted by Mt. Pleasant Properties, LLC d/b/a The Pizza Place, and Chester's Ribs \& BBQ, Inc. met all proposal requirements and were evaluated responsive to the RFP; and,

WHEREAS, the term of contract shall be for two years, with an option to renew for three 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 execute an annual contract with Mt. Pleasant Properties, LLC dba The Pizza Place (Fortson, GA) to provide concessionaire services for Concession Location B, and with Chester's Ribs \& BBQ, Inc. (Columbus, GA) to provide concessionaire services for Concession Location A, within the Columbus Civic Center. The Contractors will pay an annual lease payment for the exclusive use of their Concession Locations. The lease revenue will be deposited into the following Revenue Account: Civic Center Fund - Civic Center - Concessions/Catering - Food Service Contract-Civic Center; 0757-160-2800-CONC-4587.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of
$\qquad$ , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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


[^20]B.H. "Skip" Henderson III, Mayor

File Attachments for Item:
C. Infrastructure Update - Pam Hodge, Deputy City Manager

## Infrastructure Update

## TRANSPORTATION FUNDING

$\diamond$ Other Local Option Sales Tax (OLOST)
$\diamond$ Paving Fund
$\diamond$ Transportation Special Purpose Local Option Sales Tax (TSPLOST)
$\diamond$ GDOT Grants
$\diamond$ LMIG

## STORMWATER FUNDING

$\diamond$ Other Local Option Sales Tax (OLOST)
$\diamond$ Stormwater Fund


Ft. Benning Road Rcmalabout \& Streetscapes




0.20 .02080


- Page 400 -















## Warm-Sprit -Roae Culvert





## Dragonfly Connec MEK to the River








HRE
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## 1st Avenue Side $k$ Improvenents










## 8 <br>  2


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- Page 446



## Other Projects Under Development

$\diamond 19^{\text {th }}$ Street Flood Abatement
$\diamond$ Fortson Road / Williams Road Roundabout
$\diamond 30^{\text {th }}$ Ave. Signal
$\diamond 10^{\text {th }}$ Ave. Signal
$\diamond$ Psalmond Road Signal
$\diamond$ River Road / J.R. Allen Signals/Lights

## Other Projects Under Development

$\diamond$ I-185 / Cusseta Road Interchange
$\diamond$ Olgethorpe Bridge
$\diamond$ Military Drive
$\diamond$ Infantry Road
$\diamond$ Mott's Green
$\diamond$ Government Center Life Safety Upgrades


File Attachments for Item:
D. SPLOST Update - Pam Hodge, Deputy City Manager

## Special Purpose Local Option Sales Tax (SPLOST) <br> February 8, 2022 City Council Meeting

## SPLOST TIMELINE

- Vote was approved on November 2, 2021
- Election was certified on November 8, 2021
- Sales Tax Collections will begin April 1, 2022
- First Deposit will be received at the end of May 2022
- $\$ 400$ Million in Projects
- $\$ 200$ Million in General Obligations Bonds to be Issued for the Judicial Center
- All Other Projects will be Pay-As-You-Go


## 2021 SPLOST PROJECTS

We do amazing.

| Judicial Center | $\$ 200,000,000$ | Heavy <br> Equipment/Vehicles | $\$ 14,000,000$ |
| :--- | :--- | :--- | :--- |
| Parks \& Recreation | $\$ 48,000,000$ | IT | $\$ 5,000,000$ |
| Public Safety | $\$ 44,000,000$ | Trade Center | $\$ 5,000,000$ |
| Transportation | $\$ 25,000,000$ | Civic Center | $\$ 5,000,000$ |
| Stormwater | $\$ 20,000,000$ | Economic | $\$ 9,000,000$ |
| Bull Creek/Oxbow <br> Creek Golf | $\$ 5,000,000$ | Development |  |

## TIMELINE FOR SPLOST BOND FINANCING

- Feb 22, 2022 - Bond Sale
- \$150 million
- 10-year Bond Payoff
- Feb 22, 2022 - City Council to ratify Supplement Bond Resolution and Approve Sale Results
- Mar 8, 2022 - Bond Closing
- Jan 2023 - Projected First Bond Payment Due
- 2025 - Balance of Bonds Issued
- \$50 million
- 7-year Bond Payoff


## ESTIMATED TIMELINE FOR THE JUDICIAL CENTER

- Jan 2022 - May 2023 - Programming and Design
- May 2023 - Demolition of Wings and Parking Deck
- May 2023 - May 2025 - Construction of the Judicial Center
- March 2026 - Demolition of the Tower
- Mar 2026 - May 2027 - Construction of the Parking Deck


## TIMELINE FOR THE SPLOST PROJECTS

- FY22 - Finalize Project Budget Plan for Pay-As-You-Go Projects
- FY22 - Develop RFPs and Specifications for Design Services
- Outdoor Pool/Splash Pad Replacement
- Bull Creek Golf Clubhouse Replacement and Bridge
- Oxbow Creek Golf Clubhouse Renovations and Bridge
- Fire Station 4, 6, and 8 Renovations
- Fire Station 5 Replacement
- River Road Tower Replacement
- Trade Center Parking Garage
- Civic Center Renovations
- FY23-FY25 - Annual Allocation for Pay-As-You-Go Projects estimated at \$24 million per year
- FY26-FY32 - Annual Allocation for Pay-As-You-Go Projects estimated at \$16 million per year


## QUESTIONS

## Coumbus GEORGIA

We do amazing.

File Attachments for Item:
E. 2022 TSPLOST Update - Pam Hodge, Deputy City Manager

# Transportation Special Purpose Local Option Sales Tax Update 

February 8, 2022 City Council Meeting

## 2012 TSPLOST

RiverWalk: $\$ 10.0$ million


## 2012 TSPLOST

## Follow Me Trail:

 $\$ 3.5$ million

## 2012 TSPLOST

US 27/Custer: $\$ 20.0$ million


- Page 463 .


## 2012 TSPLOST

METRA:
$\$ 22.4$ million


- Page 464 -


## 2012 TSPLOST

Buena Vista
Spiderweb:
$\$ 40.0$ million


- Page 465 -


## 2012 TSPLOST

I-85/Buena Vista Road Interchange
$\$ 47.7$ million


## 2012 TSPLOST

## Cusseta <br> Interchange: $\$ 58$ million



## 2012 TSPLOST Harris/Muscogee Joint Projects

SR 219:
$\$ 17.7$ million


- Page 468


## 2012 TSPLOST Harris/Muscogee Joint Projects

## SR1/US 27 <br> Widening: <br> $\$ 40.0$ million



- Page 469 -


## 2022 Proposed TSPLOST Projects

| Band | Project | Cost Estimate |
| :---: | :--- | :---: |
| 1 | Riverwalk Repaving | $\$ 12,500,000$ |
| 1 | Steam Mill Road Improvements | $\$ 22,500,000$ |
| 1 | Whitesville Road Widening | $\$ 12,800,000$ |
| 1 | Buena Vista Road Corridor <br> Improvements | $\$ 10,700,000$ |
| 1 | South Lumpkin Road Streetscapes | $\$ 10,100,000$ |
| 1 | University Avenue Road <br> Diet/Streetscapes | $\$ 6,000,000$ |
| 1 | 13th Ave/17th St/Linwood | $\$ 6,650,000$ |
| 1 | Liberty Theater Block Enhancement (8 |  |
| 1 | Ave,) | $\$ 4,000,000$ |
| 1 | 5th Avenue Connertor | $\$ 690,000$ |

## 2022 Proposed TSPLOST Projects

| Band | Project | Cost Estimate |
| :---: | :--- | :--- |
| 2 | Second Avenue Streetscapes | $\$ 18,200,000$ |
| 2 | JR Allen @ Schomburg and Blackmon* | $\$ 11,300,000$ |
| 2 | Forrest Road Widening | $\$ 15,400,000$ |
| 2 | Morris Road Improvements | $\$ 12,000,000$ |
| 3 | Cusseta Road Widening | $\$ 17,600,000$ |
| 3 | Williams Road Widening | $\$ 18,700,000$ |
| 3 | Double Churches Road Improvements | $\$ 12,200,000$ |
| 3 | County Line @ Mehaffey* | $\$ 37,450,000$ |
| 3 | Bull Creek Dragonfly Trail Connector | $\$ 8,400,000$ |
| Multi | Metra | $\$ 25,000,000$ |
| 2 | Columbus Airport | $\$ 25,000,000$ |
| *Partial funding by GDOT | TOTAL | P-Pase4r- |
|  |  | $\$ 303,190,000$ |

## TSPLOST SUMMARY

- 2012 TSPLOST Investment $=\$ 201,600,000$
- 2012 TSPLOST Joint Project Investment with Harris County $=\$ 57,700,000$
- 2022 Proposed TSPLOST Investment $=\$ 303,190,000$ (GDOT to contribute $\$ 38.36$ million)
- TOTAL if TSPLOST is approved $=\$ 562,490,000$
- Paving Fund, OLOST Infrastructure, Federal/State Grants, SPLOSTs and Private Contributions are also leveraged to fund Transportation related projects which are not included in this total.


File Attachments for Item:
F. Redistricting Update - Pam Hodge, Deputy City Manager

## 2021 COLUMBUS DISTRICTING

Reapportionment Plan for Council District Boundaries

February 8, 2022

## 2020 Census

 Data

## 2020 Census For Columbus

2020 Census Data

- Total Population 206,922
- Fort Benning -7,108
- Actual Total

199,814

## 2020 Census Data

- Black 96,934 48.51\%
- White 74,876 37.47\%
- Hispanic 15,161 7.59\%
- Asian 6,587 3.30\%
- Two or More 2,092 1.05\%
- Native Amer 2,012 1.01\%
- Other 1,656 0.83\%
- Pacific Islander $4960.25 \%$
- TOTAL 199,814
- 206,922 including Fort Benning


## 2010 Census Data

- Black
- White
- Hispanic
- Asian
- Two or More
- Native Amer
- Other
- Pacific Islander

368
182,004

- TOTAL
- 189,885 including Fort Benning


## District Population Goals

- Each Council District should have the same amount of population \{199,814 citizens (excludes Fort Benning)\}


## 199,814 (2020 Columbus Population*) <br> 8 Council Districts <br> 24,977

Ideal Population Number Per Council District

* Population figure deachat include Fort Benning


## Actual District Population Range

- Each district will NOT be able to meet an "ideal" population range
- State Legislative \& Congressional Reapportionment Office recommends a variance or allowance of + or $-1 \%$
- A variance of $250+$ or - would be acceptable
- The population range for each district should be between 24,727 and 25,227


## District Population Overview

- District 1 - Under target, Adjacent to District 3, 4, and 5
- District 2 - Over target, Adjacent to District 5, 6 and 8
- District 3 - On target, Adjacent to District 1, 4, 5, 7 and 8
- District 4 - Over target, Adjacent to District 1, 3, 5 and 6
- District 5 - Under target, Adjacent to District 1, 2, 3, 4, 6 and 8
- District 6 - Over target, Adjacent to District 2, 4, and 5
- District 7 - Under target, Adjacent to District 3 and 8
- District 8 - Under target, Adjacent to District 2, 3, 5 and 7


## State Reapportionment Office

- Technical Adjustments were made for the following reasons:
- Avoid precinct split on a difficult geographic feature
- Avoid voter anonymity issue
- Use of consistent geography














## Proposed Council Districts Scenario J and State Reccomendations - District 5

## 01/25/2022



## 02/08/2022










## Demographics District 1

|  |  |  |  |  |  | State |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| District 1 | Existing District | Existing District |  | Scenario Jistrict | Reapportionment |  |  |  |
|  | 2010 | $2010 \%$ | 2020 | $\mathbf{2 0 2 0} \%$ | 2020 | $\mathbf{2 0 2 0 \%}$ | 2020 | $2020 \%$ |
| Black | 14,399 | $62.77 \%$ | 15,203 | $64.85 \%$ | 16,364 | $64.89 \%$ | 16,364 | $64.89 \%$ |
| White | 6,627 | $28.89 \%$ | 5,697 | $24.30 \%$ | 6,135 | $24.33 \%$ | 6,135 | $24.33 \%$ |
| Hispanic | 1,069 | $4.66 \%$ | 1,439 | $6.14 \%$ | 1,559 | $6.18 \%$ | 1,559 | $6.18 \%$ |
| Asian | 399 | $1.74 \%$ | 421 | $1.80 \%$ | 441 | $1.75 \%$ | 441 | $1.75 \%$ |
| Two or More | 189 | $0.82 \%$ | 308 | $1.31 \%$ | 317 | $1.26 \%$ | 317 | $1.26 \%$ |
| Native Amer | 123 | $0.54 \%$ | 150 | $0.64 \%$ | 155 | $0.61 \%$ | 155 | $0.61 \%$ |
| Other | 71 | $0.31 \%$ | 152 | $0.65 \%$ | 168 | $0.67 \%$ | 168 | $0.67 \%$ |
| Pacific Islander | 62 | $0.27 \%$ | 74 | $0.32 \%$ | 81 | $0.32 \%$ | 81 | $0.32 \%$ |
| TOTAL | 22,939 | $100 \%$ | 23,444 | $100 \%$ | 25,220 | $100 \%$ | 25,220 | $100 \%$ |



## Demographics District 3

| District 3 | Existing District |  | Existing District |  | Scenario J District |  | State Reapportionment |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2010 | 2010\% | 2020 | 2020\% | 2020 | 2020\% | 2020 | 2020\% |
| Black | 18,811 | 82.73\% | 20,078 | 80.32\% | 19,931 | 79.81\% | 19,989 | 79.38\% |
| White | 2,228 | 9.80\% | 2,494 | 9.98\% | 2,597 | 10.40\% | 2,733 | 10.85\% |
| Hispanic | 1,283 | 5.64\% | 1,653 | 6.61\% | 1,673 | 6.70\% | 1,678 | 6.66\% |
| Asian | 106 | 0.47\% | 172 | 0.69\% | 181 | 0.72\% | 185 | 0.73\% |
| Two or More | 174 | 0.77\% | 292 | 1.17\% | 289 | 1.16\% | 289 | 1.15\% |
| Native Amer | 72 | 0.32\% | 130 | 0.52\% | 119 | 0.48\% | 120 | 0.48\% |
| Other | 27 | 0.12\% | 147 | 0.59\% | 154 | 0.62\% | 157 | 0.62\% |
| Pacific Islander | 36 | 0.16\% | 30 | 0.12\% | 30 | 0.12\% | 30 | 0.12\% |
| TOTAL | 22,737 | 100\% | 24,996 | 100\% | 24,974 | 100\% | 25,181 | 100\% |

## Demographics District 4

| District 4 | Existing District |  | Existing District |  | Scenario J District |  | State <br> Reapportionment |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2010 | 2010\% | 2020 | 2020\% | 2020 | 2020\% | 2020 | 2020\% |
| Black | 18,606 | 81.14\% | 20,587 | 80.29\% | 19,931 | 80.08\% | 19,931 | 80.08\% |
| White | 2,872 | 12.52\% | 3,033 | 11.83\% | 2,974 | 11.95\% | 2,974 | 11.95\% |
| Hispanic | 944 | 4.12\% | 1,327 | 5.18\% | 1,304 | 5.24\% | 1,304 | 5.24\% |
| Asian | 182 | 0.79\% | 174 | 0.68\% | 168 | 0.67\% | 168 | 0.67\% |
| Two or More | 173 | 0.75\% | 265 | 1.03\% | 263 | 1.06\% | 263 | 1.06\% |
| Native Amer | 81 | 0.35\% | 72 | 0.28\% | 68 | 0.27\% | 68 | 0.27\% |
| Other | 36 | 0.16\% | 117 | 0.46\% | 117 | 0.47\% | 117 | 0.47\% |
| Pacific Islander | 38 | 0.17\% | 67 | 0.26\% | 65 | 0.26\% | 65 | 0.26\% |
| TOTAL | 22,932 | 100\% | 25,642 | 100\% | 24,890 | 100\% | 24,890 | 100\% |


| Demographics | District 5 | Existing District |  | Existing District |  | Scenario J District |  | State Reapportionment |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 2010 | 2010\% | 2020 | 2020\% | 2020 | 2020\% | 2020 | 2020\% |
|  | Black | 5,318 | 23.66\% | 7,445 | 31.49\% | 7,682 | 30.55\% | 7,680 | 30.27\% |
|  | White | 14,796 | 65.84\% | 12,558 | 53.12\% | 13,468 | 53.57\% | 13,716 | 54.05\% |
|  | Hispanic | 1,284 | 5.71\% | 1,994 | 8.43\% | 2,112 | 8.40\% | 2,109 | 8.31\% |
| District 5 | Asian | 680 | 3.03\% | 699 | 2.96\% | 849 | 3.38\% | 828 | 3.26\% |
|  | Two or More | 118 | 0.53\% | 262 | 1.11\% | 287 | 1.14\% | 284 | 1.12\% |
|  | Native Amer | 136 | 0.61\% | 365 | 1.54\% | 410 | 1.63\% | 426 | 1.68\% |
|  | Other | 76 | 0.34\% | 242 | 1.02\% | 257 | 1.02\% | 262 | 1.03\% |
|  | Pacific Islander | 66 | 0.29\% | 77 | 0.33\% | 77 | 0.31\% | 70 | 0.28\% |
|  | TOTAL | 22,474 | 100\% | 23,642 | 100\% | 25,142 | 100\% | 25,375 | 100\% |

## Demographics District 6

| District 6 | Existing District |  | Existing District |  | Scenario J District |  | State Reapportionment |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2010 | 2010\% | 2020 | 2020\% | 2020 | 2020\% | 2020 | 2020\% |
| Black | 4,908 | 21.58\% | 8,015 | 28.25\% | 7,274 | 28.91\% | 7,207 | 29.39\% |
| White | 14,643 | 64.38\% | 14,820 | 52.23\% | 12,965 | 51.53\% | 12,477 | 50.87\% |
| Hispanic | 1,410 | 6.20\% | 2,364 | 8.33\% | 2,068 | 8.22\% | 2,025 | 8.26\% |
| Asian | 1,417 | 6.23\% | 2,203 | 7.76\% | 2034 | 8.08\% | 2,033 | 8.29\% |
| Two or More | 149 | 0.66\% | 314 | 1.11\% | 273 | 1.09\% | 265 | 1.08\% |
| Native Amer | 123 | 0.54\% | 329 | 1.16\% | 264 | 1.05\% | 241 | 0.98\% |
| Other | 59 | 0.26\% | 265 | 0.93\% | 230 | 0.91\% | 222 | 0.91\% |
| Pacific Islander | 36 | 0.16\% | 62 | 0.22\% | 52 | 0.21\% | 56 | 0.23\% |
| TOTAL | 22,745 | 100\% | 28,372 | 100\% | 25,160 | 100\% | 24,526 | 100\% |

## Demographics District 7

| District 7 | Existing District |  | Existing District |  | Scenario J District |  | State Reapportionment |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2010 | 2010\% | 2020 | 2020\% | 2020 | 2020\% | 2020 | 2020\% |
| Black | 14,340 | 63.33\% | 12,652 | 60.83\% | 14,553 | 58.58\% | 14,627 | 59.06\% |
| White | 5,850 | 25.84\% | 5,142 | 24.72\% | 6,850 | 27.57\% | 6,712 | 27.1\% |
| Hispanic | 1,766 | 7.80\% | 1,995 | 9.59\% | 2,236 | 9.00\% | 2,225 | 8.98\% |
| Asian | 313 | 1.38\% | 361 | 1.74\% | 402 | 1.62\% | 399 | 1.61\% |
| Two or More | 140 | 0.62\% | 248 | 1.19\% | 292 | 1.18\% | 300 | 1.21\% |
| Native Amer | 140 | 0.62\% | 163 | 0.78\% | 223 | 0.90\% | 219 | 0.88\% |
| Other | 55 | 0.24\% | 179 | 0.86\% | 221 | 0.89\% | 219 | 0.88\% |
| Pacific Islander | 38 | 0.17\% | 58 | 0.28\% | 66 | 0.27\% | 65 | 0.26\% |
| TOTAL | 22,642 | 100\% | 20,798 | 100\% | 24,843 | 100\% | 24,766 | 100\% |

## Demographics District 8

|  |  |  |  |  |  | State |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| District 8 | Existing District | Existing District |  | Scenario J District | Reapportionment |  |  |  |
|  | 2010 | $\mathbf{2 0 1 0 \%}$ | 2020 | $\mathbf{2 0 2 0 \%}$ | 2020 | $\mathbf{2 0 2 0}$ | 2020 | $2020 \%$ |
| Black | 6,042 | $26.57 \%$ | 8,091 | $33.32 \%$ | 7,062 | $28.41 \%$ | 6,826 | $27.38 \%$ |
| White | 14,153 | $62.24 \%$ | 12,644 | $52.08 \%$ | 13,897 | $55.91 \%$ | 14,239 | $57.12 \%$ |
| Hispanic | 1,797 | $7.90 \%$ | 2,232 | $9.19 \%$ | 2,375 | $9.56 \%$ | 2,354 | $9.44 \%$ |
| Asian | 353 | $1.55 \%$ | 441 | $1.82 \%$ | 606 | $2.44 \%$ | 619 | $2.48 \%$ |
| Two or More | 155 | $0.68 \%$ | 209 | $0.86 \%$ | 204 | $0.82 \%$ | 183 | $0.73 \%$ |
| Native Amer | 156 | $0.69 \%$ | 352 | $1.45 \%$ | 392 | $1.58 \%$ | 403 | $1.62 \%$ |
| Other | 51 | $0.22 \%$ | 251 | $1.03 \%$ | 258 | $1.04 \%$ | 240 | $0.96 \%$ |
| Pacific Islander | 34 | $0.15 \%$ | 60 | $0.25 \%$ | 60 | $0.24 \%$ | 64 | $0.26 \%$ |
| TOTAL | 22,741 | $100 \%$ | 24,280 | $100 \%$ | 24,854 | $100 \%$ | 24,928 | $100 \%$ |

## QUESTIONS

$m$

File Attachments for Item:

# Columbus Consolidated Government <br> Bid Advertisement - Agenda Item 

DATE: February 8, 2022
TO:
Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFQs

## February 9, 2022

1. Double Churches Pool Resurfacing - RFB No. 22-0028

A Mandatory Site Visit is scheduled at 11:00 A.M. on Wednesday, February 9, 2022. Vendors shall convene in the parking lot at the entrance to Double Churches Pool, which is located at 2300 Double Churches Road, Columbus, Georgia 31904. Attendees are required to wear face masks and observe social distancing.
2. Radar Certification for Public Safety Departments (Annual Contract) - RFB No. 22-0023

Scope of Bid
Provide radar re-certification services for the 430 radars and 25 speed lasers currently installed in the Columbus Consolidated Government Public Safety Department Fleet.

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

## February 11, 2022

1. Real Estate Appraisal Services (Annual Contract) - RFP No. 22-0018

Scope of RFP
Provide real estate appraisal services on an "as needed" basis for various projects involving land acquisition and disposition services for Columbus Consolidated Government.

The contract term shall be for one year with the option to renew for four additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.
2. Emergency Clean-Up and Debris Removal (Annual Contract) - RFP No. 22-0015

Scope of RFP
Provide services for emergency clean-up and removal of debris that may result from natural (storms, fallen trees, etc.) or man-made disasters (terrorism, remnants of destroyed buildings, etc.) on an "as needed" basis.

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

1. Double Churches Pool Resurfacing - RFB No. 22-0028

Scope of Bid
Provide all labor, equipment and materials to resurface the pool at Double Churches Park. Time is of the essence; the work must be completed by April 26, 2022.
2. Side Loader 31-Yard Refuse Trucks - RFB No. 22-0027

Scope of Bid
Provide a minimum of thirty (30), but not to exceed forty (40), side loader 31-yard refuse trucks with RFID Tag readers installed on the trucks.

March 2, 2022

1. Stretcher Preventative Maintenance for Fire \& EMS Dept (Annual Contract) - RFB No. 220029
Scope of RFB
Upon notification by Columbus Fire and EMS, the successful vendor shall provide preventive maintenance service on an annual basis for the department stretchers, stair chairs and cot fastening systems, to include future implementation of the Stryker powerload system. Costs for labor for repairs outside of preventive maintenance shall include price listing of replacement parts related to the stretchers, stair chairs and cot fastening systems, both manual and powerload.

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

March 4, 2022

1. Supplemental EMS Coverage (Annual Contract) - RFP No. 22-0022

## Scope of RFP

Columbus Consolidated Government, on behalf of the Columbus Fire and Emergency Medical Services Department, is requesting proposals for supplemental EMS coverage on a continual basis.

The contract term shall be for two years with the option to renew for three additional twelvemonth periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.
2. Management Services for Juvenile Justice Incentive Grant (Annual Contract) - RFP No. 220024
Scope of RFP
Consolidated Government seeks proposals from experienced governmental Management Entities (ME) to develop and oversee an evidence-based continuum of care within Muscogee County. This continuum of care will reduce recidivism by addressing the criminogenic needs of youth under the custody and/or supervision of the Court and by strengthening family supports. The services shall commence on July 1, 2022.

## File Attachments for Item:

1. Resolution cancelling the March 1, 2022 and April 5, 2022 Proclamation Sessions.

## RESOLUTION

NO. $\qquad$

A Resolution cancelling the March 1, 2022 and April 5, 2022 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 March 1, 2022 and April 5, 2022 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 March 1, 2022 and April 5, 2022 Proclamation Sessions are hereby cancelled.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th day of February 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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<br>Clerk of Council

B. H. "Skip" Henderson, III
Mayor

## File Attachments for Item:

2. Travel Authorization Request for Councilor Toyia Tucker to attend the 2022 ACCG's Legislative Breakfast.
P.O. Box 1340
Columbus, Georgia 31902-1340
TRAVEL AUTHORIZATION REQUEST
CITY COUNCILOR

| Name of Traveler / Registrant | Councilor Toyia Tucker |
| :--- | :--- |
| Month of Travel | March 2022 |
|  |  |


| Sponsored Organization and <br> Conference / Training | ACCG's 2022 Legislative Breakfast |
| :--- | :--- |
| Estimated Cost | Registration $-\$ 50.00$ <br> Reimbursable Amount - Mileage $107.4 \times 2=\$ 125.66$ <br>  <br>  <br> TOTAL ESTIMATED COST: \$175.66 |

TRAVEL POLICY- Dated: September 16, 2013, which reads in part;
"City Councilors should submit their travel requests to the Clerk of Council. The Clerk of Council will list a request to approve travel on his/her agenda for a vote at a regular City Council meeting. All travel requests must conform to the requirements, terms and conditions of this Policy."

Funds are available in the FY21 Budget to cover the expenses (0101-100-1000-CNCL-6641).
In accordance with the Travel Policy and Procedures of the Columbus Consolidated Government, As the Clerk of Council, I am respectfully requesting authorization for Councilor Toyia Tucker to attend the training as listed above.

Sandra T. Davis

## Date

Clerk of Council
Council of Columbus, Georgia

## File Attachments for Item:

3. Letter from Susan McWhirter, Chairperson Board of Trustees advising that the Medical Center Hospital Authority voted to elect Mr. Rodney Mahone to fill the unexpired term of Dr. Michael Gorum. (The Council may confirm this appointment.)

January 27, 2022

Ms. Sandra Davis
Clerk of Council
Columbus Consolidated Government
P. O. Box 1340

Columbus, Georgia 31902-1340
Dear Ms. Davis:

Thank you for your letter of January 24, 2022 forwarding the names of the nominees to fill the position held by Dr. Michael Gorum who resigned effective December 31, 2021. Pursuant to the Hospital Authorities Law, we are notifying you that at its quarterly meeting on Wednesday, January 26, 2022, The Medical Center Hospital Authority Board of Trustees voted to elect Mr. Rodney Mahone to fill Dr. Gorum's unexpired term ending December 31, 2022.

We will appreciate you notifying Council of the decision of the Board of Trustees of The Medical Center Hospital Authority. Also, enclosed is the Oath as stated by and in the Hospital Authorities Act of Georgia, which needs to be administered to Mr. Mahone. We will appreciate it if you will ask the Mayor to administer this Oath while administering the one required by the Charter. After the Oath has been administered, please return the original to me at P.O. Box 790, Columbus, Georgia 31902-0790.

Thank you for your assistance in this matter. Please extend our appreciation to the Council and Mayor for their cooperation and assistance.

Sincerely,


Susan McWhirter, M.D.
Chairman, Board of Trustees

SM/ks
Enclosure

## COLUMBUS, GEORGIA

I, Rodney Mahone, do solemnly swear that I am duly qualified to serve as a Member of the Medical Center Hospital Authority and that I will, to the best of my ability, faithfully discharge all of the duties and obligations devolving upon me as a Member of said Authority without fear, favor and affection and will sub-serve the best interests of Columbus, Georgia, so help me God.

## Rodney Mahone

Sworn to and subscribed before me, This the $\qquad$ day of $\qquad$ 2022.
B. H. "Skip" Henderson, III, Mayor, Columbus, Georgia

## File Attachments for Item:

## 4. Minutes of the following boards:

Board of Tax Assessors, \#01-22 and \#02-22
Building Authority, October 13 and November 4, 2021
Columbus Golf Authority, January 25, 2022
Housing Authority of Columbus, December 15, 2021
Mayor's Commission on Reentry, January 20, 2022
Public Safety Advisory Commission, December 16, 2021
River Valley Regional Council, November 27, 2021


# $\mathbb{C o l u m b u s , ~ G e o r a i a , ~ f a n d ~ o f ~} \mathfrak{C a x}$ Assessors GEORGIA'S FIRST CONSOLIDATED GOVERNMENT 

City Services Center 3111 Citizens Way Columbus, GA 31906
Mailing Address:
POBox 1340
Colunbus, GA 31902
Telephone (706) 653-4398, 4402
Fax (706) 225-3800

|  |  | Bonrd Members |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Jayne Govar | Lanitra Smudifer Hicks | Kathy J. Jones | Todd A. Hammonds | Trey Carmack |
| Chairman | Assessor | Assessor | Assessor |  |
|  |  | Chlef Appraiser |  |  |
|  |  | Suzanhe Widenhouse Chairman |  |  |

## MINUTES \#01-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, January 10th, 2022, at 9:10 AM.

## FIRST ORDER OF BUSINESS:

Deputy Chief Appraiser Glen Thomason informs the Board that the first order of business is to select a new Chairman, Vice Chairman and Secretary for the 2022 year.

Assessor Carmack nominates Assessor Jayne Govar as Chairman. Assessor Sandifer Hicks seconds the nomination and the motion carries.
Assessor Sandifer Hicks nominates Assessor Trey Carmack as Vice Chairman. Assessor Govar seconds the nomination and the motion carries.
Assessor Carmack nominates Chief Appraiser Suzanne Widenhouse as Secretary. Assessor Sandifer Hicks seconds the nomination and the motion carries.

## PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Deputy Chief Appraiser Glen Thomason
Recording Secretary Katrina Culpepper
APPROVAL OF AGENDA: Assessor Sandifer Hicks motions to accept agenda. Vice Chairman Carmack seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept Minutes \#44-21. Assessor Sandifer Hicks seconds and the motion carries.

MISCELLANEOUS: Deputy Chief Appraiser Glen Thomason reminds the Board that next Monday, January $17^{\text {th }}$ is a Holiday and so there will be no Board meeting. Chairman Jayne Govar says the next Board meeting will be held on Monday, January $24^{\text {th }}, 2022$.

Vice Chairman Carmack motions to excuse the abse Sandifer Hicks seconds and the motion carries.

At 9:11, Deputy Chief Appraiser Glen Thomason presents for Administrative Division to the Board:

- Homesteads - Signed and Approved.

At 9:21, Personal Property Manager Stacy Pollard presents to the Board:

- Business Adjustment - Signed \& Approved.

At 9:23, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - \#099 017 002; $099017002 \mathrm{H} ; 099017003 ; 099017$ 005; $131009012 ; 131009$ 018; 008002 011; $032041018 ; 090004009$ - Signed \& Approved.
- Request for Non-Disclosure - Signed \& Approved.

At 9:46, Chairman Jayne Govar adjourns the meeting without any objections.


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| City Services Center | Mailing Address: | Telephone (706) 653-4398, 4402 |
| :---: | :---: | :---: |
| 3111 Citizens Way | PO Box 1340 | Fax (706) 225-3800 |
| Columbus, GA 31906 | Columbus, GA 31902 |  |

$\left.\begin{array}{ccccc}\text { Jayne Govar } & \text { Board Members } \\ \text { Chairman }\end{array} \quad \begin{array}{c}\text { Lanitra Sandifer Hicks } \\ \text { Assessor }\end{array} \quad \begin{array}{c}\text { Kathy J. Jones } \\ \text { Assessor } \\ \text { Chief Appraiser }\end{array}\right)$

## MINUTES \#02-22

CALL TO ORDER: Chalrman Jayne Govar calls the Columbus, Georgia Board of Assessors' virtual meeting to order on Monday, January 24th, 2022, at 9:00 AM.

## PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Assessor Todd Hammonds
Chief Appraiser Suzanne Widenhouse
Recording Secretary Katrina Culpepper
APPROVAL OF AGENDA: Vice Chairman Carmack motions to accept agenda. Assessor Sandifer Hicks seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept Minutes \#01-22. Assessor Sandifer Hicks seconds and the motion carries.

MISCELLANEOUS: Chief Appraiser Suzanne Widenhouse reminds the Board that Mayor Skip Henderson has issued an order for Board meetings to be held virtually at least through the end of February, due to the increase in covid cases.

At 9:03, Administrative Manager Leilani Floyd presents to the Board:

- Homestead Exemption - 08504304050 - Assessor Hammonds motions to accept. Assessor Sandifer Hicks seconds and the motion carries.
- HS Exemption 088056019 - Vice Chairman Carmack motions to accept. Assessor Hammonds seconds and the motion carries.
- HS Exemption 100020007 - Vice Chairman Carmack motions to accept. Assessor Hammonds seconds and the motion carries.
- HS Exemption 115019017 - Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.
- Late Notice of Appeal - placed into record. No action taken.

At 9:14, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Split 016015 001L - Vice Chairman Carmack motions to accept as presented. Assessor Hammonds seconds and the motion carries.
- Map Split 043004012 - Assessor Hammonds motions to accept. Assessor Sandifer Hicks seconds and the motion carries.
- Map Split 066041002 - Assessor Sandifer Hicks motions to accept. Vice Chairman Carmack seconds and the motion carries.
- Map Split 087036001 - Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.
- Map Split 121001009 - Assessor Hammonds motions to accept. Assessor Jones seconds and the motion carries.
- Map Split 005012 004XH - Vice Chairman Carmack motions to accept. Assessor Jones seconds and the motion carries.

At 9:25, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Historic XH Account - 005012005,006 \& 007 - Assessor Hammonds motions to approve all three historic preservation certificates. Assessor Sandifer Hicks seconds and the motion carries.

At 9:34, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse


## MINUTES OF THE <br> BUILDING AUTHORITY OF COLUMBUS <br> October 13, 2021

Due to the COVID-19 declared State of Emergency, the meeting was held via electronic audio and visual means.

MEMBERS PRESENT: Vincent Allen, Board Chairman; Leila Carr, Vice Chairperson, Angelica Alexander, Board Secretary/Treasurer; and Christopher Smith, Board Member

MEMBERS ABSENT: Renee Sturkie, Assistant Board Secretary; and Olive Vidal-Kendall, Assistant Board Secretary

OTHERS ATTENDING: Pamela Hodge, Deputy City Manager; Lucy Sheftall, Assistant City Attorney

COUNSELORS: Rob McKenna, Board Counsel; Jim Pannell, Bond Counsel; Doug Gebhardt, Financial Advisor; and Courtney Rodgers, Financial Advisor

## CALL TO ORDER:

Board Chairman, Vincent Allen, called the October 13, 2021, meeting of the Building Authority of Columbus to order. Due to the COVID-19 declared State of Emergency, the meeting was held via electronic audio and visual means. A quorum was present, and notice was given regarding attendance.

## INFORMATIONAL ITEMS:

## Presentation Quitclaim from Columbus Building Authority to the City of Columbus

Pamela Hodge, Deputy City Manager of Finance, Planning and Development presented to the board regarding the opportunity to purchase the Synovus Building. The cost of purchasing the building will be $\$ 25$ million and $\$ 25$ million will be needed for renovations. There is an option included to allow for a $\$ 500,000$ Lease Agreement with Synovus for rental of space in the building. The expected closing date will be not later than March 1, 2022. Departments that will be relocated to this location on the initial move will be the Mayor's Office, City Manager's Office, City Attorney's Office, Finance Department, Human Resources, Information Technology, and Clerk of Council's Office. Departments that will be moved to this location in subsequent moves will be Engineering, Inspections and Codes, Planning, Community Reinvestment, the Print Shop, Cooperative Extension, Workforce Investment, Print Shop, Public Works Administration, and Record.

The meeting was then opened for discussion.

## ACTION ITEMS:

## Approval of the Intent Resolution for the Issuance of CBA Bonds

Vince Allen called for a motion to approve the Intent Resolution for the Issuance of $\$ 50$ million in CBA Bonds. Chris Smith made the motion to approve the Intent Resolution. It was seconded by Leila Carr. The board voted and unanimously approved.

Approval of June 23, 2021, CBA Board Meeting Minutes

Vince Allen called for a motion to approve the minutes from the June 23, 2021, meeting. After discussion by the board, a request was made to have time for further review of the minutes and approval was moved to the next meeting.

## OLD BUSINESS:

None.

## NEW BUSINESS:

None.

With there being no further business to discuss, the meeting was adjourned.

## Glen Arrington

Glen Arrington
Recording Secretary

## MINUTES OF THE <br> BUILDING AUTHORITY OF COLUMBUS

November 4, 2021

Due to the COVID-19 declared State of Emergency, the meeting was held via electronic audio and visual means.

MEMBERS PRESENT: Vincent Allen, Board Chairman; Leila Carr, Vice Chairperson, Angelica Alexander, Board Secretary/Treasurer; Renee Sturkie, Assistant Board Secretary; and Christopher Smith, Board Member

MEMBERS ABSENT: Olive Vidal-Kendall, Board Member

OTHERS ATTENDING: Pamela Hodge, Deputy City Manager; Lucy Sheftall, Assistant City Attorney

COUNSELORS: Rob McKenna, Board Counsel; Jim Pannell, Bond Counsel; Doug Gebhardt, Financial Advisor; and Courtney Rodgers, Financial Advisor

## CALL TO ORDER:

Board Chairman, Vincent Allen, called the November 4, 2021, meeting of the Building Authority of Columbus to order. Due to the COVID-19 declared State of Emergency, the meeting was held via electronic audio and visual means. A quorum was present, and notice was given regarding attendance.

## INFORMATIONAL ITEMS:

## Presentation of Information regarding Bond Resolution for Series 2022 Bonds

Pamela Hodge, Deputy City Manager of Finance, Planning and Development gave a recap of the project for which the Series 2022 Bonds are being initiated. The property acquisition that is under consideration by the Columbus Building Authority is the purchase of the Synovus Building which is made up of four different facilities that are connected. This is $31 / 2$ acres, 249,000 square feet, and 634 parking spaces. It is made up of the main office of the Uptown Center, the Bradley Building, the Jordan Building and a parking deck. It is First Avenue on the right, Broadway on the left, between Twelfth Street and Eleventh Street. The purchase price is $\$ 25$ million. The closing date is scheduled for no later than March 1. It will also include a lease of the space back to Synovus for the Uptown Center, the Bradley Building and the Jordan Building for them to occupy the space through July 31, 2022. And the main office through July 31, 2024. As part of this agreement, they will pay us back $\$ 500,000$ which reduces the purchase price to a net purchase price of $\$ 24.5$ million.

The meeting was then opened for discussion.

## ACTION ITEMS:

## Approval of a Bond Resolution for Series 2022 Bonds

Vince Allen called for a motion to approve the Bond Resolution for Series 2022 Bonds Issuance of $\$ 50$ million in CBA Bonds. Renee Sturkie made the motion to approve the Intent Resolution. It was seconded by Christopher Smith. The board voted and unanimously approved.

## Approval of June 23, 2021, CBA Board Meeting Minutes

Vince Allen called for a motion to approve the minutes from the June 23, 2021, meeting. Christopher Smith made a motion to accept the minutes. It was seconded by Renee Sturkie. The Board voted and unanimously approved.

## Approval October 13, 2021, CBA Board Meeting Minutes

Vince Allen called for a motion to approve the minutes from the October 13, 2021, meeting. Christopher Smith made a motion to accept the minutes. It was seconded by Renee Sturkie. The Board voted and unanimously approved.

## OLD BUSINESS:

None.

## NEW BUSINESS:

None.

With there being no further business to discuss, the meeting was adjourned.

Glen Arrington<br>Glen Arrington<br>Recording Secretary


EXECUTIVE SESSION:
ADJOURNMENT
PUBLIC AGENDA: Persons registered to speak to the Golf Authority.

OLD BUSINESS:
NEW BUSINESS: Director's comments: Briefing on a variety of items.
DIRECTOR'S REPORT: Jim Arendt
SUPERINTENDENT'S REPORT: Steve Brown
*Note- Housekeeping measure-please silence cell phones.
MINUTES: Offered for approval, the minutes of October 26, 2021, meeting.
CALL TO ORDER: Chairman Gerald Miley

 Arendt said work continues toward obtaining management-level assistance for Siter in the Oxbow clubhouse, and ‘sə!!!!!วeł St! pue əsınoכ әчł Ło Siter also said more Ambassadors are being secured, improving the ability to assist customers and management
 Nikki Siter reported that Oxbow Creek's new range ball machine is paying dividends, with proceeds reaching more
than $\$ 200$ a day, a significant change from the previous high sales of about $\$ 165$ when balls were being Nikki Siter reported the ball the golf courses will be clarified and reported, she said. financial reporting, which is improving monthly. When the audit report is finalized, the reserve fund account for Zara Day-Brown said the city's audit report still has not been completed, but progress continues to be made in results, he said. well for another great year. Bad weather leading to lower customer demand, however, could bite into the end months are a "make-or-break" period, he said, with good weather and continued high customer demand boding
 Bull Creek Golf Course's September revenue of \$135,032 also was a good revenue month, bringing year-to-date added to improve the appearance of the 9-hole facility on South Lumpkin Road. great month in a year-to-date report showing $\$ 137,350$ has been received. A new entrance sign soon will be Director of Golf Jim Arendt reported that revenue for September at Oxbow Creek reached $\$ 47,946$, making it a
Junk equipment that has accumulated over the years is being hauled to city surplus stores for sale, he reported
 Prices for items routinely needed continue to escalate, Brown said, pointing to the cost of greens mower tires

 possible path change.
Ricky Wright offered a suggestion that Superintendent Brown examine creation of a possible cart-path "cut-
through" behind the forward tee on Hole No. 11 of the West Course. Brown said he would take a look at the
 to become more familiar with the city's staff, but to have key city employees become familiar with Bull Creek Golf members to engage as hosts to as many of the city's workers who attend as possible. It's an opportunity not only The City Manager Day of Golf inaugural event is set for Thursday (Oct. 28) and Arendt encouraged Authority

 have continued, he said. obtain that day's access due to outings that book the course. Other play dates are made available, but complaints secure tee times, Arendt said. Accustomed to playing each Thursday, the group has sometimes been unable to Creek when the Cusseta, Ga., course closed, has complained about occasional shifting of the days they are able to IIng of ұuәлә КІуәәм л! !
 -p!̣es әу ‘‘елолdde Bu!punt fo Kł!!!q!ssod equipment and other costly improvements) has not been approved. But it was worth the exercise based on the The ARP-fund request for millions of dollars for the golf courses (including monies for a new clubhouse,



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For Budget Fiscal Year 2022
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|  |  | Columbus Consolidated Government <br> Obligations vs. Budget <br> For Fiscal Year 2022 / Accounting Period 6 <br> For Budget Fiscal Year 2022 |  |  |  |  |  |  |
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| Approp | iation 6152-OXBO | CREEK MAINT |  |  |  |  |  |  |
| Object | Object Name | Current Period Expenditures | YTD PreEncumbrances | YTD Encumbrances | YTD <br> Expenditures | Total Obligations | Current Budgeted Amount | Budget Balanc Unobligate |
| 7721 | Automobiles | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 31,198.00 | 31,198.0 |
| 7761 | Capital Expend Over \$5,000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21,000.00 | 21,000.0 |
| Total For Appropriation 6152 |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 52,198.00 | 52 |
| Total For Unit 2200 |  | 29,082.14 | 0.00 | 0.00 | 93,411.61 | 93,411.61 | 260,321.00 | 166 \% |
| Total For Department 640 |  | 60,737.39 | 0.00 | 0.00 | 218,075.07 | 218,075.07 | 501,375.00 | 283 |
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# THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA 

Regular Meeting

December 15, 2021
9:00 AM
Columbus, Georgia

## Meeting was Held by Both Telephone Conferencing and In-Person Due to the COVID-19 Virus

The Commissioners of the Housing Authority of Columbus, Georgia met in a regular session in Columbus, Georgia.

Chairman Cardin called the meeting to order, and the following Commissioners were present:

Ed Burdeshaw<br>John Greenman<br>Linda Hadley<br>Jeanella Pendleton<br>John Sheftall<br>Tiffani Stacy

In attendance from the Housing Authority staff was Lisa Walters, Chief Executive Officer, Sabrina Richards, Chief of Property Management, John Casteel, Chief Assisted Housing Officer, David Deroche, Manager of Maintenance and Construction, Sheila Crisp, Chief Financial Officer, Laura Johnson, Chief Real Estate Officer, Rickey Miles, Modernization Manager, Carla Godwin, MTW Coordinator and Resident Services Administrator, Denise L. Thompson-Mosley, Executive Assistant, and Attorney Chandler Riley.

## ADOPTION OF AGENDA:

Motion for approval of the agenda was made by Commissioner Greenman, seconded by Commissioner Burdeshaw. Motion carried.

## APPROVAL OF THE OCTOBER 20, 2021 BOARD MEETING MINUTES:

Chairman Cardin called for a motion to approve the minutes of the October 20, 2021 Board meeting.

Motion for approval was made by Commissioner Pendleton, seconded by Commissioner Hadley. The motion carried.

## FINANCIAL REPORT:

Sheila Crisp, CFO, provided a report of agency finances month-to-date and year-to-date actual to budget results and the explanation of the top two factors of the variances. In summary, we are tracking ahead of budget by \$333K.

The top $\mathbf{2}$ factors for both MTD and YTD variances for Net Profit before Capitalized Expenditures and Transfers:

- Expenses are lower because HUD REAC inspections continue to be delayed due to COVID-19.
- Turnover expenses are less because there have been fewer units turning over, attributable to the eviction moratorium.


## CHARGE-OFF OF SECTION 8 RESIDENT OR FORMER RESIDENT ACCOUNT BALANCES FOR MONTH ENDING OCTOBER 31, 2021:

The following Resolution was introduced and duly considered:
RESOLUTION NO. 3398

## A RESOLUTION AUTHORIZING THE CHARGE-OFF OF SECTION 8 OR FORMER RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S HOUSING DEVELOPMENTS FOR THE MONTH ENDING OCTOBER 31, 2021

Motion for approval was made by Commissioner Pendleton, seconded by Commissioner Burdeshaw. Motion carried.

## CHARGE-OFF OF RESIDENT OR FORMER RESIDENT ACCOUNT

 BALANCES FOR MONTH ENDING OCTOBER 31, 2021:The following Resolution was introduced and duly considered:

RESOLUTION NO. 3399
A RESOLUTION AUTHORIZING THE CHARGE-OFF OF FORMER RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S HOUSING DEVELOPMENTS
FOR THE MONTH ENDING OCTOBER 31, 2021

Motion for approval was made by Commissioner Greenman, seconded by Commissioner Pendleton. Motion carried.

## CHARGE-OFF OF RESIDENT OR FORMER RESIDENT ACCOUNT BALANCES FOR MONTH ENDING NOVEMBER 30, 2021:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3400

> A RESOLUTION AUTHORIZING THE CHARGE-OFF OF FORMER RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S HOUSING DEVELOPMENTS
> FOR THE MONTH ENDING NOVEMBER 30, 2021

Motion for approval was made by Commissioner Hadley, seconded by Commissioner Sheftall. Motion carried.

RESOLUTION PROVIDING AUTHORIZATION TO THE EXECUTIVE DIRECTOR TO EXECUTE ALL CLOSING DOCUMENTS REGARDING WARM SPRINGS SENIOR VILLAGE:

The following Resolution were introduced and duly considered:

RESOLUTION NO. 3401

# A RESOLUTION PROVIDING AUTHORIZATION TO THE EXECUTIVE DIRECTOR TO EXECUTE ALL CLOSING DOCUMENTS REGARDING WARM SPRINGS ROAD SENIOR VILLAGE 

Motion for approval was made by Commissioner Greenman, seconded by Commissioner Burdeshaw. Motion carried.

## CONSTRUCTION CONTRACT TO REPAIR FIRE DAMAGED UNITS AT RIVERS HOMES:

The Housing Authority of Columbus, Georgia (HACG) received bids on December 1, 2021, for the repair of the Fire Damage Unit 700-E at Rivers Homes. The Invitation for Bids (IFB) was placed on the HACG Website on November 5, 2021, and later emailed to several local contractors. The IFB was placed in the Ledger-Enquirer for three days on November $5,7 \& 8,2021$. The pre-bid conference was held on November 11, 2021, and four contractors attended.

The purpose of this project is to renovate the apartment damaged by a fire at Rivers Homes. The bids were publicly opened on December 1, 2021, with two contractors submitting bids. The bid information has been provided to our insurance company and the assigned adjuster at Housing Authority Insurance (HAI).

Major work items include cleaning, interior drywall replacement/repair, doors, windows, flooring, appliances, bath renovations, plumbing, electrical, mechanical, and painting of all rooms.

The lowest bid received of $\$ 89,776.00$ was from MMC Contracting of Columbus, Georgia. MMC Contracting has completed three projects for the Housing Authority and is currenting working on a fire damaged unit at Wilson Homes and renovations to two units in Buena Vista.

Motion to approve this contract for the repairs of Rivers Homes in the amount of $\$ 89,776.00$ was made by Commissioner Burdeshaw, seconded by Commissioner Hadley. Motion carried.

## REPORT FROM THE GOVERNANCE COMMITTEE:

Commissioner Pendleton, Chair of the Governance Committee, announced there is no formal report.

## REPORT FROM THE AUDIT AND FINANCE COMMITTEE:

Commissioner Greenman, Chair of the Audit and Finance Committee, discussed what was covered in the meeting held on December 1, 2021, and referred everyone to the minutes included in the December Board Packet.

The RAD I, LP and CSG Residential budgets were presented by Sheila Crisp, CFO, and were recommended by the full committee to the board for approval.

## REPORT FROM THE REAL ESTATE COMMITTEE:

Commissioner Burdeshaw, Chair of the Real Estate Committee, stated the committee did not meet within the last month. He was pleased with the progress at the Banks at Mill Village and Warm Springs Senior Village is expected to close the week after Christmas.

## PUBLIC SAFETY TASK FORCE:

Commissioner Stacy stated there is nothing to report and the last meeting of the Task Force was September 14, 2021.

Commissioner Cardin inquired if there are any worrisome trends at the properties. Commissioner Stacy stated residents are not experiencing anything more than what the Columbus community is facing. She also indicated things have improved greatly since security cameras have been installed.

## EXECUTIVE DIRECTOR'S REPORT:

Mrs. Walters reported that HACG has a $97 \%$ lease up rate for all developments including the remote properties. She also noted that Section 8 voucher utilization is $82 \%$ or 3,180 vouchers. HACG has 136 families with vouchers still searching for housing. There is an orientation scheduled December 30,2021 for 20 voucher holders. Ten extensions were granted to give voucher holders more time to locate housing.

The payment standard for Section 8 vouchers will be increased to $110 \%$ of Fair Market Rent. The increase will help clients have more success locating affordable housing.

HACG has received approval from HUD to change the Fiscal Year End from June $30^{\text {th }}$ to December $31^{\text {st }}$.

Ms. Walters reviewer some of the finance slides from the Commissioner's Retreat and recognized Sheila Crisp for obtaining Certified Property Manager (CPM) designation.

## ADJOURN:

There being no further business, Chairman Cardin adjourned the meeting.


Lisa L. Walters, CPM
Secretary-Treasurer

Mayor's Commission on Reentry Minutes
November 15, 2021 at 1:00pm

In attendance: Kristin Barker, Pat Frey, Stacy Rivera, Monica Spencer, John House, John Wade, Sabrina Leonard, Waleisah Wilson, Carla Godwin, Davida Hatton, and Bridget Downs

The minutes from the October Commission meeting were reviewed and approved.

Pat Frey updated the group on housing progress. Home for Good is establishing new with Goodwill, BETTER WORK Columbus, and Ashley Becker to help clients find employment. The goal is to address the issues that cause homelessness and create sustainability. Data tracking will be critical to allow these connections to be made prior to release from incarceration. John Wade is playing an integral role by working to make this happen from our local jail. The Columbus Housing Authority continues to work toward providing housing vouchers for returning citizens.

It was also noted that the Sheriff's Department is very supportive of resource organizations in Columbus. Thanks was given to John Wade for this support and a quick response to the needs that present themselves. It is this support and connection in our community that will allow us all to move toward stated goals.

Officer Baker with DCS is working with Home for Good to alleviate parking issues at the homeless encampment. Residents were asked by The Bridge church not to park in the abandoned lot that backs up to their parking lot. Now cars are being parked in an area where they are being ticketed which could lead to a probation violation for some. Pat is working to find out who owns the abandoned lot and to education the church on this issue. Davida expressed that DCS will not revoke for a parking ticket.

Monica Spencer has now been hired by VoteRiders to work in Columbus. This nonpartisan, national organization works to help people get IDs needed for voting. They can also help with transportation to the DDS for a license as well as help obtaining other needed documentation like getting birth certificates and social security cards. This is huge for the homeless and for returning citizens. A voter ID clinic can be held onsite when needed. Contact Monica about this opportunity.

Carla Godwin shared additional information about the proposed voucher program mentioned above. The Housing Authority has received board support and will submit in this year's 2023 annual plan to HUD. If approved through HUD, 10 vouchers would have a flat rate of up to $\$ 724$ per month for a one bedroom. Any limits are based on the income. This program would go into effect July 1 and can be resubmitted annually.

These are vouchers designated for individuals returning from incarceration. There are proximity restrictions that are the same as the Moving to Work program. Registered sex offenders will not qualify for these vouchers but would qualify for rapid rehousing and other projects that Home for Good is working on. Manufacturers of meth will also not qualify. It would be helpful to target this voucher program or give preference to those who designate Muscogee as their county of residence. Home for Good can take this into consideration as well.

The employment subcommittee has been unable to make movement on our ban the box initiative due to delays in receipt of the funding to the Urban League. As a reminder, the Urban League is partnering with the Commission and will take the lead on this effort. Tracey Mosely has also been receiving some push back because we received Crime Prevention Grant funding to support this effort. We want to use these funds to find out about objections employers have to hiring those who are justice involved, craft a plan for addressing these objections, and deliver this to employers in a way they can relate and respond.

Our goal is to get private employers to change their perspective on hiring and recognize the value that can come from hiring returning citizens. Commission members can help by explaining this to anyone in the community who does not understand the purpose for this funding and how important this is.

Waleisah expressed concerns that there are people who do not have a personal agenda and want to provide housing for individuals who have been incarcerated. These people are unable to get the funding and are facing new local regulations that prohibit them from using properties for the purpose of opening group homes for the people who need them.

John House explained that the City Council recently updated our local ordinances to align with the way that state codes define a transitional home and a personal care home. This was not done to keep people out of Columbus. It was done to follow the state code. The bigger issue is that it is difficult to find a parcel of land in the city that meets all of the regulations for sex offenders. Constructive recommendations on how to fix the problem should be shared with Will Johnson. Will handles zoning and this is typically where the problem starts. Kristin asked Commission members to think about solutions and bring them up for discussion.

Kristin met with Jennifer Dunlap and was informed that errors on background reports in Muscogee are extremely high. She recommended that educating employers and arming them with information will help. If we can influence employers to refer candidates to her non-profit when a background does not meet the company's qualifications with the specific reason, she may be able to quickly get the errors corrected and they will be able to hire.

Michael Forte has communicated that he must take a step back from the Commission because of his duties with the school system. This means we need someone to take a leadership role in the Faith Based Subcommittee. Monica Spencer volunteered to take on this lead role.

Commission progress was shared for the City Manager's annual report. Kristin asked if we can share that update on the Commission page on the Mayor's website. John will check to see how we can share that information with the community. Two members of the Commission have stepped up to manage our communication and make sure that we are communicating regularly and effectively maintain an online presence and in other formats as needed. Under this new structure, student interns will report to Gamaliel Torres who will focus on online communication. Baki Muhammad will help with needed reports to the city and managing other activities that require convening partner organizations.

John also shared that anything we need to sign should be reviewed by the city attorney's office. We should not need to ask about sharing anything that shows up in the website or in our minutes. If we
are talking about ordinances or take a position on an issue, we should ask for permission. Otherwise, we should be ok.

Bridget shared the job description for student interns. There is one student from the Communication Department who is interested. Kristin and Gamaliel will be interviewing a student who has already applied on the Thursday following this meeting.

We need someone to take the lead on coordinating with 211 to make sure the Commission is referring individuals with needs to 211 and making those connections as seamlessly as possible. Pat will speak with Cathy at Home for Good who is already handling this housing.

Keith Mitchell has officially stepped down as chair but will continue to serve as a member of the Commission in 2022. Kristin volunteered to serve as Chair for 2022-23. Pat motioned to approve the nomination. Stacy seconded and the motion was approved.

The following new members of the Commission were also voted in: John Wade, Davida Hatton, Stacy Rivera, and Sabrina Leonard. Existing members include: Kristin Barker, Pat Frey, Rev. Monica Spencer, Keith W. Mitchell, Baki Muhammad, Cathy Robinson, Waleisah Wilson, and Gamaliel Torres.

John Wade will serve as an advisor to the communications team.

We need someone to step up and serve as the Vice Chair and Secretary for the Commission. Rebecca Covington was nominated to serve as Secretary. She was not present to accept that nomination. Kristin asked each member of the group to consider serving in the Vice Chair role and expect to discuss this at the next meeting.

The meeting was dismissed at 1:58pm.

Our next meeting will be on January 24, 2021. We will meet virtually on zoom.

# Public Safety Advisory Commission - Columbus, GA <br> Monthly Meeting Minutes 

Date:
Location:
Start time:
Adjournment time:
Next meeting:
Meeting Recorder:

1/20/2022
Virtual Meeting
4:00 PM
5:00 PM
February 17, 2022
Annalisa Shelling

## Members Present:

- David Rohwedder, Chair
$\boxtimes$ Donald Watkins
$\square$ Pete Temesgen, Vice-Chair
$\boxtimes$ Stan Swiney
$\boxtimes$ Byron Hickey
$\boxtimes$ Belvin Millner
L Lisa Branchcomb
$\boxtimes$ Scott Taft


## Others Present/Visitors:

Guest Speaker - Pastor Adrian Chester - Greater Beallwood Baptist Church

## $\underline{\text { Minutes }}$

The January 2022 Meeting started at 4:00 PM. Mr. David Rohwedder welcomed everyone to the meeting. Mr. Alexander King made a motion to approve the December minutes and Mr. Stanley Swiney seconded the motion. The December 2021 minutes were approved.

Pastor Adrian Chester of Greater Beallwood Baptist Church was the Guest Speaker. He spoke about the importance of citizens knowing who they can turn to for assistance in their neighborhoods. He mentioned that with lack of trust it is almost impossible for citizens to feel comfortable talking with people and sharing information. He mentioned that Sgt. Angela Florence of the Crime Prevention Unit is very visible in the community and has trust of citizens.

Pastor Chester stated that it may be important to focus on smaller quantities of people to get a greater quality of results.

Community Policing - Mr. Rohwedder mentioned Community Policing. He brought up the question "How can the Columbus Police Department and Muscogee County Sherriff's Office repair broken trust?" He stated that there is a blatant disrespect for Law Enforcement Officers. Two points were discussed - (1) Some people do not want to be

Page 1 of 3
involved in any lawful situations. (2) Some people do not care about the law. They only care about street credit.

Mr. Rohwedder mentioned that Mr. John Anker will be running for Mayor. He stated that Mr. Anker came and spoke to a meeting of a group of attorneys. He also stated that it may be a good idea for member(s) of the PSAC to go to a City Council Meeting and ask, "What are y'all doing and what can be done?"

Stanley Swiney mentioned the possibility of checking on the Cure Violence Program. The contacts for this program are Cedric Hill and Reggie Lewis.

Zohannon Gang YouTube Video - Mr. Byron Hickey sent a link to this video to the PSAC Members. This video was approximately one hour long, and showed Zohannon gang members in the Columbus, Georgia area. These individuals appeared to be in their teens or possibly early twenties. Almost all of the individuals in the video had firearms. This video was in broad daylight. It was mentioned that some individuals possibly turn to the gang lifestyle because they have no family or parental guidance.

Mr. Rohwedder brought up the following question, "What are some things that Public Safety Officers, the Chief of Police, the Mayor, and the City Councilors can do to improve Columbus?" He mentioned that he would like the PSAC to go before city council to discuss concerns. He feels that we as a commission, could be doing a lot more.

Mr. Byron Hickey stated that he was born and raised in Columbus. He stated that things that worked for him as child such as Playground / Retention Teachers, Arts \& Crafts, Boys Club, etc. were cut out over the years. He suggested businesses offering more partnerships for young people to make money legally and honestly.

Mr. Hickey stated that what we saw in that video was very disturbing. He feels that law enforcement needs to aggressively get out there and confiscate the weapons and run ballistics. He feels that the Columbus Police Department needs to immediately have the Gang Task Force again. He feels that this is an urgency in our community. He stated that if this type of behavior was occurring anywhere other than the East or South Zip Codes that this would be considered a state of urgency by others.

Survey Update - Mr. Rohwedder mentioned that after the last meeting he found out that the Fraternal Order of Police (FOP) would be conducting their own survey among FOP Members. He stated that he was interested in learning about this survey and seeing the results.

Mr. Hickey stated that he would like to invite the FOP President, Lt. Ralph Dowe, to speak to the PSAC. Mr. Rohwedder stated that he would like to invite Randy Robertson and ask him to share the FOP survey questions with the PSAC.

Mr. Hickey stated that he would reach out to Lt. Ralph Dowe and Retired Police Major Russell Traino to ask them to speak to the PSAC. He stated that he would ask Lt. Dowe to get in contact with Mr. Rohwedder.

Meeting adjourned at 5:26 PM.

[^22]|  | Columbus Office <br> 710 Front Avenue, Suite A |
| :--- | :--- |
| Columbus, GA 31901 | Americus Office |
| 228 West Lamar Street |  |
| Americus, GA 31709 |  |

www.rivervalleyrc.org

# RIVER VALLEY REGIONAL COUNCIL MEETING <br> Marion County Commission Office and On-line <br> November 27, 2021 <br> 10:30 A.M. <br> Minutes Summary 

## Council Members

## (Counties Represented: 15)

Albert King, Vienna
Bryon Hickey, Muscogee
Bruce Hill, Oglethorpe
Carvel Lewis, Georgetown-Quitman, RVRC Secretary
Charles Coffey, Chattahoochee
Chip Jones, Stewart
Darrell Holbrook, Webster
Doug Etheridge, Harris
Dr. Edward Lee, Chattahoochee
Greg Dominy, Schley
Jayson Griffin, Macon
Jerry "Pops" Barnes, Muscogee, RVRC Chair
Kenneth Sumpter, Fort Gaines
Kevin Brown, Buena Vista
Matt Gunnels, Marion
Melvin Crimes, Webster
Mickey George, Macon
Pam Jordan, Talbot
Randy Howard, Sumter
Rebecca White, Randolph
Rob Grant, Harris
Tameka Harris, Taylor, RVRC Vice-Chair
Terrell Hudson, Dooly
Wesley Williams, Randolph

## Members Not Attending

A.J. Rivers, Crisp

Barry Whitley, Butler
Bill McClellan, Schley
Damon Hoyte, Chattahoochee
Danny Blackmon, Georgetown-Quitman
Eddie Moore, Georgetown-Quitman
Eugene Cason, Dooly
James Davenport, Clay
James R. "Bump" Welch, Marion
Jeanie Bartee, Cordele
Jimmy Babb, Lumpkin
Joe Lee Williams, Stewart

Julie Brown, Hamilton
Maggie McGruther, Sumter
Mark Waddell, Sumter
Nelson Brown, Americus
Patrick Shivers, Clay
Richard McCorkle, Marion
Sam Farrow, Crisp
Sher'Londa Walker, Talbot County
Skip Henderson, Muscogee
Steve Whatley, Cuthbert
Tom Queen, Taylor
Tony Lamar, Talbotton

## Others Attending

Alan Harkness, Director of Chattahoochee Valley Libraries

## Anne Isbell, Director of Lake Blackshear Regional Libraries

Staff<br>Jim Livingston, Executive Director<br>Katie Howard, AAA Director<br>Emily Chambers, Finance Officer<br>Rick Morris, Planning<br>Janice West, WIOA<br>Mariyana Kostov, GIS Planner

John Morgan, Bike-Ped Planner<br>Sarah Wall, Asst. Executive Director<br>Merri Spence, Executive Secretary<br>Gerald Mixon, Planning<br>Kat Mournighan, H.R.

## WELCOME AND RECOGNITION OF VISITORS

Jerry "Pops" Barnes, Chair, brought the River Valley Regional Commission council meeting to order at 10:30 A.M. Chair Barnes welcomed visitors Alan Harkness and Anne Isbell with the Regional Library Systems.

Carvel Lewis, Secretary, then gave the Invocation and Tameka Harris, Vice-Chair, led the council in the Pledge of Allegiance.

## APPROVAL OF OCTOBER 27, 2021 MINUTES*

Council reviewed the October 27, 2021 meeting minutes which were emailed to council members the previous week for their review. The minutes were also included in the council packets that were available at the meeting.

There being no additions or changes, Pops Barnes, Chair, requested a motion to approve the October 27, 2021 council minutes as presented.

Charles Coffey, Chattahoochee County, made the motion to approve the October 27, 2021 minutes as presented; Darrell Holbrook, Webster County, seconded the motion. The motion passed with no opposition.

## REGIONAL LIBRARY SYSTEMS IN THE RIVER VALLEY

Jim Livingston, Executive Director, introduced Alan Harkness, Director of the Chattahoochee Valley Libraries and Anne Isbell, Director of the Lake Blackshear Regional Libraries.

Anne Isbell said that the Lake Blackshear Regional Libraries is based in Americus and serves four counties including Sumter, Schley, Dooly and Crisp counties, they serve a population of about 70,000.

Alan Harkness shared that the Chattahoochee Valley Libraries also serves four counties including Muscogee, Chattahoochee, Marion and Stewart Counties.

Mr. Harkness said that years ago people would have to have a membership and pay to use the library but then Andrew Carnegie started opening libraries throughout the United States with locals helping finance
their libraries. In the 1940s the state started getting federal help for larger units of service. Multi-county systems exist because the state gives incentives to make regional partnerships. Ms. Isbell noted that the Code of Georgia requires a library in every county in the state.

The two directors explained the many benefits of the library. For example, the library offers large print books for the elderly; a program for disabled individuals; computer access; and can offer assistance for job-seekers with navigating a computer to email and apply for jobs. The library has internet and many individuals use the WIFI in the parking lot. There is also a great program that sends books to children's homes.

Directors Isbell and Harkness said they are always looking for partners in the region and invited everyone to come in and get your library card if you don't have one.

## STAFF REPORTS

Emily Chambers, Finance Officer, reported through the first quarter of FY22, the fund balance in the Operating Funds (General Fund and Internal Service Fund) has increased by $\$ 19,553$. Both revenues and expenditures in these funds are around $22 \%$ of the budgeted amounts, just slightly below the $25 \%$ target for the first quarter. General Fund cash on hand on September 30 was $\$ 765,000$ and Unassigned Fund Balance was $\$ 929,880$.

In the Enterprise Funds there is an increase of about $\$ 2,600$ in net position, for a balance of $\$ 1.2$ million of net position that is restricted for small business loans in those funds.

The FY21 Annual Comprehensive Financial Report is almost complete and will be presented to the full Council in January.

Jim Livingston, on behalf of Katie Howard who is out sick, asked Council members to fill out the survey located on www.rivervalleyaging.org. The survey is designed to assist the AAA with prioritizing additional federal funding.

Sarah Walls, Assistant Executive Director, reported to the RVRC Council the status of the EDA COVID-19 RLF. There is approximately $\$ 170,000$ uncommitted at this time but work is being done with a bank in Columbus on a possible project that we will be able to use the funds. She also reported that the original USDA IRP RLF Loan (\#1) in the amount of $\$ 1,000,000$ will be paid in full with the last payment due the first week in December; the other USDA IRP RLF Loan (\#2 in the amount of $\$ 750,000$ ) is approximately 20 years old and still has active loans which are all preforming with regular payments. There is also the original EDA RLF (grant funds) that was received several years ago and there continues to be active loans in that fund.

Rick Morris, Planning Director, discussed comprehensive plan activity in Stewart and Randolph Counties. Clay County has contracted with the RVRC to do zoning and subdivision work.

The RVRC area is seeing development activity in Muscogee, Harris, Chattahoochee Counties and Americus.

Staff is also active in pre-disaster mitigation plan development in Schley County, Brownfield and stream monitoring, Board of Historic \& Architectural Review cases in Columbus, TIA Development, Bike and Pedestrian activities and the establishment of mobility management (5311) progress.

Janice West, WIOA Director, reported the Regional Unemployment rates for September 2021 was 3.4\%. The Unemployment rates for September 2020 was $6.7 \%$. Unemployment rates are decreasing in the region.

WIOA final performance outcomes for PY 2020 show the area "exceeding" 11 of the 12 federal WIOA performance measures. The local area is proud of the performance achievement as COVID continues to have impacts on WIOA services in the region.

State of Georgia has processed 5,121,175 million Unemployment Insurance claims from March 2020 October 28, 2021. Western Counties of the region has had 121,547 claims filed and the eastern counties has had 50,327 claims filed.

WIOA enrollments are slowly increasing each month. Enrollments in various WIOA funded activities totaled 71 individuals receiving services as of November 12, 2021.

## ADJOURN

As there was not further business, Mr. Barnes requested a motion for the meeting to be adjourned. Motion made by Darrell Holbrook, seconded by Terrell Hudson. The meeting was adjourned.

January 26, 2022
Jerry "Pops" Barnes, Chair

Carvel Lewis, Secretary

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

## COMMISSION ON INTERNATIONAL RELATIONS \& CULTURAL LIAISON

 ENCOUNTERS (CIRCLE):
## Akear Mewborn

(Mayor's Appointment)
Does not desire reappointment
Term Expires: March 1, 2022
These are four-year terms. Board meets monthly.
Women: 6
Senatorial District 15: 5
Senatorial District 29: 5

## COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Rev. Joseph Baker
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

Christy Lemieux
(Mayor's Appointment)

## Not Eligible to succeed

Term Expires: March 27, 2022

Tricia Llewellyn Konan
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

Mayor Henderson is nominating Ms. Tamika McKenzie to fill the seat of Tricia Llewellyn Konan.

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

Women: 8
Senatorial District 15: 9
Senatorial District 29: 4

## CRIME PREVENTION BOARD:

## Lane Jimmerson

(Mayor's Appointment)
Eligible to succeed
Term Expires: March 31, 2022

LaRae Moore
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 31, 2022

Joseph M. LaBranche
(Mayor's Appointment)

## (Fort Benning Liaison)

Not Eligible to succeed
Term Expires: March 31, 2022
Mayor Henderson is nominating Danny Arencibia for the seat of Ms. LaRae M oore.

These are three-year terms. Board meets monthly.

Women: 4
Senatorial District 15: 2
Senatorial District 29: 5

## COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

BOARD OF ZONING APPEALS: Mr. Shaun Roberts was nominated to serve another term of office. (Councilor Woodson's nominee) Term expires: March 31, 2025

BUILDING AUTHORITY OF COLUMBUS: Ms. Olive Vidal-Kendall was nominated to serve another term of office. (Councilor Huff's nominee) Term expires: March 24, 2024

BUILDING AUTHORITY OF COLUMBUS: Mr. Christopher Smith was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: March 24, 2024

HISTORIC \& ARCHITECTURAL REVIEW BOARD: Mr. Alex Griggs was nominated to serve another term of office as the (Architect Representative). (Mayor Pro Tem Allen's nominee) Term expires: January 31, 2025

PERSONNEL REVIEW BOARD: Mr. Willie Belfield, Jr. was nominated to succeed Ms. Tracy Walker as the (Alternate Member Two). (Councilor Tucker's nominee) Term expires: December 31, 2024

PLANNING ADVISORY COMMISSION: Mr. Larry Derby was nominated to serve another term of office. (Councilor Woodson's nominee) Term expires: March 31, 2025

PLANNING ADVISORY COMMISSION: Mr. Ralph King was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: March 31, 2025

## COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

## ANIMAL CONTROL ADVISORY BOARD:

## Dr. Rene LeFranc

Resigned
Veterinary Association
Term Expired: October 15, 2019

The Veterinary Association has submitted Dr. Scott McDermott to fill the unexpired term of Dr. Rene LeFranc.

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

## CIVIC CENTER ADVISORY BOARD:

## Spencer Cantrell

(District 2- Davis)
Eligible to serve another term

## Roeaster Coles

Not Eligible to serve another term
Term Expires: March 1, 2022
These are three-year terms. Board meets every other month.

## COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

## Tamika McKenzie

(District 5-Crabb)
(No longer resident of CD5)
Term Expires: March 27, 2022

John Partin
(District 6- Allen)
Eligible to succeed
Term Expires: March 27, 2022

Barbara Chambers
(District 1- Barnes)
Not Eligible to succeed
Term Expires: March 27, 2022

Johnson Trawick
(District 8-Garrett)
Not Eligible to succeed
Term Expires: March 27, 2022

Danny Arencibia- Nominating Evan Collins
(District 10- House)

Not Eligible to succeed
Term Expires: March 27, 2022

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

## RECREATION ADVISORY BOARD:

## Lonnie Boyd

(District 1- Barnes)
Seat declared vacant
Term Expires: December 31, 2025

## Latshia Stephens-Archibald

(District 3- Huff)
Seat declared vacant
Term Expired: December 31, 2023

These are five-year terms. Board meets monthly.

## ANIMAL CONTROL ADVISORY BOARD:

Women: 7
Senatorial District 15: 3
Senatorial District 29: 5

## COMMISSION ON INTERNATIONAL RELATIONS \& CULTURAL LIAISON ENCOUNTERS (CIRCLE):

## Harry Underwood

Does not desire reappointment
Open for Nominations
(Council's Appointment)
Term Expires: March 1, 2022

## Rose Spencer

Not Eligible to serve another term
Term Expired: March 1, 2021

## SarahAnn Arcila

Resigned
Open for Nominations
(Council's Appointment)

Term Expires: March 1, 2024

These are four-year terms. Board meets monthly.

Women: 6
Senatorial District 15: 5
Senatorial District 29: 5

## HISTORIC \& ARCHITECTURAL REVIEW BOARD:

## Brian Luedtke

(Historic District Preservation Society)
Open for Nominations

Eligible to succeed
Term Expired: January 31, 2022

Cathy Williams
(Historic Columbus Foundation)
Not Eligible to succeed
Term Expired: January 31, 2022

## William Bray

(Columbus Homebuilders Assoc.)
Not Eligible to succeed
Term Expired: January 31, 2022
Councilor Woodson is nominating Toney Johnson to succeed Cathy Williams as the Historic Columbus Foundation representative.

These are three-year terms. Board meets monthly.

Women: 6
Senatorial District 15: 10
Senatorial District 29: 1

## PERSONNEL REVIEW BOARD:

## Darlene Small

(Alternate Member 3)
Not Eligible to succeed
Term Expired: December 31, 2021

## Dr. Shanita Pettaway

(Alternate Member 5)
Resigned
Term Expires: December 31, 2022

The terms are three years. Board meets monthly.

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

## PLANNING ADVISORY COMMISSION:

## Dr. Xavier McCaskey

Eligible to succeed
Term Expires: March 31, 2022

The terms are three years. Board meets twice a month.

## Women: 3

Senatorial District 15: 5
Senatorial District 29: 3

Columbus Consolidated Government
Board Appointments - Action Requested

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

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

## Akear Mewborn

(Mayor's Appointment)
Does not desire reappointment
Term Expires: March 1, 2022

These are four-year terms. Board meets monthly.
Women: 6
Senatorial District 15: 5
Senatorial District 29: 5
B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

## Rev. Joseph Baker

(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

## Christy Lemieux

(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

Tricia Llewellyn Konan
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 27, 2022

Mayor Henderson is nominating Ms. Tamika McKenzie to fill the seat of Tricia Llewellyn Konan.

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

Women: 8
Senatorial District 15: 9
Senatorial District 29: 4

## C. CRIME PREVENTION BOARD:

Lane Jimmerson
(Mayor's Appointment)
Eligible to succeed
Term Expires: March 31, 2022

LaRae Moore
(Mayor's Appointment)
Not Eligible to succeed
Term Expires: March 31, 2022

Joseph M. LaBranche
(Mayor's Appointment)
(Fort Benning Liaison)
Not Eligible to succeed
Term Expires: March 31, 2022
Mayor Henderson is nominating Danny Arencibia for the seat of Ms. LaRae Moore.
These are three-year terms. Board meets monthly.

Women: 4
Senatorial District 15: 2
Senatorial District 29: 5

## 6. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. BOARD OF ZONING APPEALS: Mr. Shaun Roberts was nominated to serve another term of office. (Councilor Woodson's nominee) Term expires: March 31, 2025
B. BUILDING AUTHORITY OF COLUMBUS: Ms. Olive Vidal-Kendall was nominated to serve another term of office. (Councilor Huff's nominee) Term expires: March 24, 2024
C. BUILDING AUTHORITY OF COLUMBUS: Mr. Christopher Smith was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: March 24, 2024
D. HISTORIC \& ARCHITECTURAL REVIEW BOARD: Mr. Alex Griggs was nominated to serve another term of office as the (Architect Representative). (Mayor Pro Tem Allen's nominee) Term expires: January 31, 2025
E. PERSONNEL REVIEW BOARD: Mr. Willie Belfield, Jr. was nominated to succeed Ms. Tracy Walker as the (Alternate Member Two). (Councilor Tucker's nominee) Term expires: December 31, 2024
F. PLANNING ADVISORY COMMISSION: Mr. Larry Derby was nominated to serve another term of office. (Councilor Woodson's nominee) Term expires: March 31, 2025
G. PLANNING ADVISORY COMMISSION: Mr. Ralph King was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: March 31, 2025

## 7. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. ANIMAL CONTROL ADVISORY BOARD:

| Dr. Rene LeFranc | Open for Nominations <br> Resigned |
| :--- | :--- |
| (Council's Confirmation) |  |

The Veterinary Association has submitted Dr. Scott McDermott to fill the unexpired term of Dr. Rene LeFranc.
8. COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

## A. CIVIC CENTER ADVISORY BOARD:

Spencer Cantrell
(District 2- Davis)
Eligible to serve another term
Term Expires: March 1, 2022

## Roeaster Coles

Not Eligible to serve another term

Term Expires: March 1, 2022
These are three-year terms. Board meets every other month.

## B. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

## Tamika McKenzie

(District 5-Crabb)
(No longer resident of CD5)
Term Expires: March 27, 2022
John Partin
(District 6- Allen)
Eligible to succeed
Term Expires: March 27, 2022

## Barbara Chambers

(District 1- Barnes)
Not Eligible to succeed
Term Expires: March 27, 2022

Johnson Trawick
(District 8-Garrett)
Not Eligible to succeed
Term Expires: March 27, 2022

Danny Arencibia- Nominating Evan Collins
(District 10- House)
Not Eligible to succeed
Term Expires: March 27, 2022

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

## C. RECREATION ADVISORY BOARD:

## Lonnie Boyd

(District 1- Barnes)
Seat declared vacant
Term Expires: December 31, 2025

Latshia Stephens-Archibald
(District 3- Huff)
Seat declared vacant
Term Expired: December 31, 2023

These are five-year terms. Board meets monthly.
9. COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:
A. ANIMAL CONTROL ADVISORY BOARD:

## Lindsay Ellis

No longer a resident
Term Expires: October 15, 2023

These are two-year terms. Board meets as needed.

Women: 7
Senatorial District 15: 3
Senatorial District 29: 5

Open for Nominations
(Council's Appointment)

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

## Harry Underwood

Does not desire reappointment
Term Expires: March 1, 2022

## Rose Spencer

Not Eligible to serve another term
Term Expired: March 1, 2021

## SarahAnn Arcila

Resigned
Term Expires: March 1, 2024

Open for Nominations
(Council's Appointment)

Open for Nominations
(Council's Appointment)

Open for Nominations
(Council's Appointment)

These are four-year terms. Board meets monthly.

Women: 6
Senatorial District 15: 5
Senatorial District 29: 5
C. HISTORIC \& ARCHITECTURAL REVIEW BOARD:

Brian Luedtke
(Historic District Preservation Society)
Open for Nominations

Eligible to succeed
Term Expired: January 31, 2022

Cathy Williams
Open for Nominations
(Historic Columbus Foundation)
(Council's Appointment)

Not Eligible to succeed
Term Expired: January 31, 2022

William Bray
(Columbus Homebuilders Assoc.)
Not Eligible to succeed
Term Expired: January 31, 2022
Councilor Woodson is nominating Toney Johnson to succeed Cathy Williams as the Historic Columbus Foundation representative.

These are three-year terms. Board meets monthly.

Women: 6
Senatorial District 15: 10
Senatorial District 29: 1
D. PERSONNEL REVIEW BOARD:

Darlene Small
Open for Nominations
(Alternate Member 3)
Not Eligible to succeed
Term Expired: December 31, 2021

## Dr. Shanita Pettaway

(Alternate Member 5)
Resigned
Term Expires: December 31, 2022

The terms are three years. Board meets monthly.
Women: 3
Senatorial District 15: 5
Senatorial District 29: 3

## E. PLANNING ADVISORY COMMISSION:

Dr. Xavier McCaskey
Eligible to succeed
Term Expires: March 31, 2022

The terms are three years. Board meets twice a month.
Women: 3
Senatorial District 15: 5
Senatorial District 29: 3 Senatorial Distict 29:

Open for Nominations
(Council's Appointment)


[^0]:    Sandra T. Davis, CMC
    Clerk of Council
    Council of Columbus, Georgia

[^1]:    - Page 63 -

[^2]:    FY22 Amendments
    \$222,460 - Various Departments - Pandemic Pay Bonus Reimbursements
    \$9,619 - Engineering - Executive Pay Adjustment

[^3]:    FY22 Amendments
    \$33,388-Civic Center - Pandemic Pay Bonus Reimbursements
    \$8,499 - Civic Center - Executive Pay Adjustment
    \$1,315,318.04 - Civic Center - SBA Shuttered Venue Grant
    \$619,210.96 - Civic Center - American Rescue Plan Revenue Recovery

[^4]:    - Page 149 -

[^5]:    Aerial Map for REZN 12-21-2348
    Map 188 Block 017 Lot 007

[^6]:    ract: 103.04
    Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1012,1013,1014,1015$,
    1016, 1017, 1018, 1019, 1020, 1021, 1022, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1034, 1035, 1036,

[^7]:    ract: 32 lock(s): 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 2000, 2001, 2002, 2003, 2004, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007

[^8]:    Tract: 107.05
    Block(s): $1000,1001,1002,1003,1004,1005,1006,1007,1008,1009,1010,1011,1012,2000,2001$,
    2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014
    Tract: 108.01
    Block(s): 1000
    Tract: 112
    Block(s): 1022

[^9]:    4002 .

[^10]:    Tract: 102.04
    Block(s): $1000,1001,1007,1008,1009,2000,2001,2002,2003,2004,2005,2006,2007,2008,2009$, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 3000, 3001, 3002, 3003, 3005, 3006, 3007, 3008

[^11]:     2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027

[^12]:    
    

[^13]:    ${ }^{1}$ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[^14]:    ${ }^{1}$ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[^15]:    ${ }^{1}$ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[^16]:    ${ }^{1}$ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Secti 1001 (False Statements) and could subject you to fines, imprisonment, or both.

[^17]:    For Chemical Emergency
    uring Transportatlon
    Call Chem-Tel, Inc.

[^18]:    B.H. "Skip" Henderson III, Mayor

[^19]:    Sandra T. Davis, Clerk of Council

[^20]:    Sandra T. Davis, Clerk of Council

[^21]:    T
    2

[^22]:    Next Meeting will be held February 17, 2022, at 4:00 PM. This will be a virtual meeting.

