



**City of Columbia City Council  
Study Session Agenda  
May 2, 2024 - 5:30 PM**

**City Hall Council Chambers  
700 North Garden Street  
Columbia, TN 38401  
Phone: 931-560-1510**

**Chaz Molder, Mayor  
Randy McBroom, Vice Mayor  
Council Member DaVena Hardison, Ward 1  
Council Member Debbie Wiles, Ed. D., Ward 2  
Council Member Anthony Greene, Ward 3  
Council Member Kenny Marshall, Ward 4  
Council Member Danny Coleman, Ward 5**

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**Tony Massey, City Manager  
C. Tim Tisher, City Attorney  
Thad H. Jablonski, City Recorder  
Liz Bermudez, Recording Secretary**

**The City Council of the City of Columbia welcomes your presence and participation at this meeting. If you wish to address Council regarding any item on the Agenda, please sign the sign-up sheet and indicate which agenda item you would like to comment on. You will have the opportunity to comment on an item when it comes up on the Agenda and before Council votes on the item. Once recognized, you may then come to the podium and state your name and address. Anyone requesting accommodations due to disabilities should contact the ADA Coordinator, Wanda McClain, at 931-560-1570 prior to the meeting.**

## PUBLIC HEARINGS

- 1. PUBLIC HEARING ON ORDINANCE NO. 4499 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00-25.03, LOCATED OFF WEST 12TH AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The applicant is requesting to rezone the four properties to CD-4 to allow the future residential development of townhomes which is reflected in the provided concept. The Planning Commission reviewed this request at the March 13, 2024, meeting and recommended approval by a vote of five to one. The required notice of Public Hearing was advertised April 23, 2024.

**ATTACHMENTS:** Staff Report for Ord No 4499 ph, Ordinance No. 4499 as amended, Ordinance No. 4499 Exhibit A, Ordinance No. 4499 Exhibit B, Ordinance No. 4499 Concept Plan, Ordinance No. 4499 staff report DS

- 2. PUBLIC HEARING ON ORDINANCE NO. 4505 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP G PARCEL 29, LOCATED AT 1209 GALLOWAY STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development. The Planning Commission reviewed the request and recommended



approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Staff Report Ordinance No. 4505 PH, Ordinance No.4505, Ordinance No. 4505 Exhibit A, Ordinance No. 4505 Exhibit B, Ordinance No. 4505 Concept Plan, Ordinance No. 4505 Staff Report DS

- 3. PUBLIC HEARING ON ORDINANCE NO. 4506 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99A GROUP G PARCEL 32, LOCATED AT 815 WOODSIDE STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development but reflects a through lot. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Staff Report Ordinance No. 4506 PH, Ordinance No. 4506, Ordinance No. 4506 Exhibit A, Ordinance No. 4506 Exhibit B, Ordinance No. 4506 Concept Plan, Ordinance No. 4506 Staff Report DS

- 4. PUBLIC HEARING ON ORDINANCE NO. 4507 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 75 PARCEL 11.17, LOCATED OFF BAKER ROAD, FROM PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE**

**LOT CHARACTER DISTRICT) AND CD-2 (RURAL CHARACTER DISTRICT) - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The applicant is requesting to revoke the Planned Unit Development overlay on the aforementioned property and rezone to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District). The CD-2 zoning is consistent with the new Hillside and Natural Spaces future land use designation in the updated Connect Columbia plan that was adopted in 2024. CD-3L (Neighborhood Large Lot Character District) has the minimum lot width of 100'. The concept reflects 65 lots which is a reduction from the previously approved Colter Place PUD Master Plan which showed 144 lots. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Staff Report Ordinance No. 4507 PH, Ordinance No. 4507, Ordinance No. 4507 Exhibit A, Ordinance No. 4507 Exhibit B, Ordinance No. 4507 Concept Plan, Ordinance No. 4507 Staff Report DS

**1 CALL TO ORDER/ROLL CALL.**

**2 INVOCATION BY DELTRIC MCCULLOUGH OF MACEDONIA CHURCH OF CHRIST.**

**3 PLEDGE OF ALLEGIANCE.**

**4 APPROVAL OF AGENDA.**

**5 PRESENTATIONS.**

**5.1.RECOGNITION OF MAYOR'S YOUTH COUNCIL (REGULAR MEETING ONLY)**

**5.2.QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE (REGULAR AGENDA ONLY)**

**5.3. PRESENTATION OF A PROCLAMATION IN RECOGNITION OF NATIONAL PUBLIC WORKS WEEK (REGULAR MEETING ONLY)**

**5.4. PRESENTATION OF A PROCLAMATION FOR NATIONAL POLICE WEEK (REGULAR MEETING ONLY)**

**6 ORGANIZATIONAL BUSINESS.**

**6.1. APPROVE THE MINUTES OF THE APRIL 11, 2024, REGULAR CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve.

**ATTACHMENTS:** April 11, 2024 Minutes

**6.2. APPROVE THE RETIREMENT BENEFITS FOR JEFF DUNCAN, POLICE LIEUTENANT, AND PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER - HUMAN RESOURCES.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Jeff Duncan has been an employee of the City of Columbia for 28 years. His effective retirement date is May 23, 2024 with pension payments to begin on June 1, 2024.

**ATTACHMENTS:** Staff Report Template for Council Agenda Items  
Jeff Duncan

**7 CONSENT AGENDA**

**7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF MARCH 2024 IN THE AMOUNT OF \$5,959,151.51 - FINANCE.**

**RECOMMENDATION:** Approve.

**ATTACHMENTS:** March 2024 Disbursements

**7.2. APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT - FINANCE.**

**RECOMMENDATION:** Approve and authorize the disposal of surplus equipment as listed on the attachment per policy as defined within the City of Columbia Purchasing Manual.

**INFORMATION:** Various items have been identified by the department as surplus. An attempt will be made to sell all items at public auction. The value of those not sold will be reassessed and disposed of as prescribed by City policy.

**ATTACHMENTS:** May 2024 Surplus List

**7.3. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE THIRD QUARTER OF FY 2024 \$50,000 - FINANCE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** On April 14, 2016, the City Council approved an extension of the 2008 agreement with Maury County for operation of the Animal Services Facility. The 2008 agreement and extension specified that the City and County will split operating expenses (over and above revenue derived from the operation of the facility) 50/50.

The 2016 contract extension terminated on October 2, 2018. The City's FY 2024 budget includes \$200,000 for the City's contribution towards facility operations, or \$50,000 per quarter. An invoice has been received for the third quarter of FY 2024, which exceeds \$50,000. The invoice and supporting documentation have been reviewed by Finance.

As the operating agreement has expired, City Council approval is necessary prior to any payment towards shelter operation costs.

**CERTIFICATION:** The Chief Financial Officer certifies that \$50,000 is budgeted and unencumbered in General Government-Animal Control.

**ATTACHMENTS:** Animal Shelter Q3 Invoice FY 23-24

**7.4. APPROVE THE YEARLY PURCHASES OF TRASH AND RECYCLE CARTS FROM TOTER, LLC UTILIZING SOURCEWELL CONTRACT - PUBLIC WORKS DEPARTMENT.**

**RECOMMENDATION:** Approve the purchase of trash and recycle carts from Toter, LLC utilizing Sourcewell contract.

**INFORMATION:** The City's curbside automated trash and recycle collection programs require the use of 96-gallon carts. With the continuing new residential construction within the City and the replacement requirements for existing carts, the City continually purchases new carts.

We have successfully used the services of Toter, LLC for our carts and would like to continue using them for upcoming purchases, utilizing Sourcewell Contract # 041521. Current pricing per cart is \$57.91 per truck load, with a normal delivery of 500 carts. Total pricing will average \$38,413.07 per delivery with shipping costs.

**CERTIFICATION:** The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Sanitation - Residential-Operating Supplies.

**ATTACHMENTS:** Staff Report Trash Cart Purchase, Sourcewell Contract 041521, Toter pricing 041124

**7.5. APPROVE THE MAYOR TO SIGN THE HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF COLUMBIA, TENNESSEE AND BURCHELL PROPERTIES AT 100 WEST 5TH STREET - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve and authorize the mayor to sign the Hold Harmless Agreement between the City of Columbia and Burchell Properties.

**INFORMATION:** The applicant constructed an elevated front patio along West 5<sup>th</sup> Street and North Main Street. Staff did give verbal notice to the contractor that no permits had been applied for and work should stop. The structure was completed after the fact, and a portion was discovered to be in the right of way.

This agreement helps protect the city from liability and grants the city the ability to remove the encroachment at the owner's expense.

**ATTACHMENTS:** Staff Report for Hold Harmless, Hold Harmless Agreement

**7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES FOR ENGINEERING SERVICES FOR THE ROYAL OAKS SEWER BASIN IMPROVEMENT PROJECT NOT TO EXCEED THE AMOUNT OF \$74,000 - WASTEWATER DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Department wants to enter into a contract for the engineering services to determine the flow conditions within the Royal Oaks drainage basin and the condition of the existing wastewater pump station not to exceed the amount of \$74,000.

**CERTIFICATION:** The Chief Financial Officer certifies that \$74,000 is budgeted and unencumbered in Wastewater-Admin - Professional Services.

**ATTACHMENTS:** Staff Report Water Management Royal Oaks Sewer Basin , Water Management Royal Oaks Sewer Basin Improvement Project Contract

**7.7. APPROVE RECORDING OF ENGINEERS OF RECORD FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WASTEWATER DEPARTMENT; ENGINEERS OF RECORD INCLUDE: J.R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., WATER MANAGEMENT SERVICES LLC, CSL SERVICES, INC., AND CTI ENGINEERS INC. - WASTEWATER DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Department solicited qualifications for engineering services within City of Columbia, Tennessee. These services are for work related to the

Sanitary Sewer System.

Seven (7) proposals were submitted and reviewed, and J.R. Wauford & Company, Consulting Engineers, Inc., Water Management Services LLC, CSL Services, Inc., and CTI Engineers, Inc. were chosen to provide these services and become the Wastewater Department Engineers of Record.

**ATTACHMENTS:** Staff Report Engineers of Record

**7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES FOR ENGINEERING SERVICES FOR THE BEAR CREEK PIKE SEWER RELOCATION PROJECT NOT TO EXCEED THE AMOUNT OF \$100,000 - WASTEWATER DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Department wants to enter into a contract for the engineering services to relocate the existing gravity sewer mains at Bear Creek Pike and Nashville Highway effected by the TDOT project not to exceed the amount of \$100,000.

**CERTIFICATION:** The Chief Financial Officer certifies that \$100,000 is budgeted and unencumbered in Wastewater-Admin - Professional Services.

**ATTACHMENTS:** Staff Report Water Management Bear Creek Pike Sewer Relocation, Water Management Bear Creek Pike Sewer Relocation Project Contract

**7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA AND WASTE MANAGEMENT - WASTEWATER DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Treatment Plant disposes of its bio-solids from the operation of the de-watering

process in Waste Management's Cedar Ridge Landfill in Marshall County, TN. The original approval from TDEC allowing the City to utilize their services was approved on April 29, 1994. The new rate per ton with a minimum charge for 5 tons is \$55.00/ton. The City of Columbia's current agreement with Waste Management expires June 30, 2024.

**CERTIFICATION:** The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Wastewater-Admin - Landfill Charges.

**ATTACHMENTS:** Staff Report Waste Management Agreement, Waste Management Services Agreement

**7.10. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR AN EXISTING CONDITION REVIEW AND REPORT OF THE AQUATIC FACILITIES AT THE MULETOWN RECREATION CENTER IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000). - PARKS & RECREATION DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia desires to complete an existing condition review and report on the aquatic facilities at the Muletown Recreation Center that the City is considering purchasing. The goal of the report is to provide notes on the needs and proposed changes to the three (3) existing pools and one (1) splashpad at the facility.

**CERTIFICATION:** The Chief Financial Officer certifies that \$15,000 is budgeted and unencumbered in General Government - Miscellaneous-Professional Services.

**ATTACHMENTS:** Staff Report Kimley-Horn and Associates, LLC Agreement, Kimley-Horn Agreement on Muletown Recreation

**7.11. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A WORK ORDER BETWEEN THE CITY OF COLUMBIA AND CROWDRIF IN THE AMOUNT OF \$5,500 FOR ADD-ON MODULE**



**CROWDRIFT STUDIO TO ASSIST WITH EDITING/CREATING VIDEO CONTENT - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve

**INFORMATION:** Crowdriff is a crucial platform that Visit Columbia uses for social media marketing. Crowdriff now has a new video editing add-on module called Crowdriff Studio that is designed to be a resource to assist in creating effective and engaging video content for socials.

**CERTIFICATION:** The Chief Financial Officer certifies that \$5,500 is budgeted and unencumbered in Tourism Enhancement - Professional Services.

**ATTACHMENTS:** Staff Report Crowdriff 2024, CrowdRiff Contract 2024

**7.12. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A LEASE AND SERVICE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND SAFE HAVEN BABY BOXES, INC FOR THE PURCHASE, INSTALLATION AND SERVICE OF A BABY BOX TO BE INSTALLED AT FIRE STATION NO. 1 LOCATED AT 1000 SOUTH GARDEN STREET - FIRE & RESCUE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Safe Haven Baby Boxes' mission is to prevent illegal abandonment of newborns by raising awareness, offering a 24-hour hotline for mothers in a crisis and offering the Safe Haven Baby Boxes as a last resort option for women who want to maintain complete anonymity.

A Baby Box is a safety device provided under Tennessee Safe Haven Law and legally permits a parent in a crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed on the exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

Columbia Fire & Rescue is a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law.

**ATTACHMENTS:** Staff Report; Safe Haven Baby Boxes, Inc Lease and Service Agreement; Exhibit A; Exhibit B.

**ATTACHMENTS:** Staff Report Safe Haven Baby Box, Tennessee SHBB LSA, TN Exhibit A - Policies and Procedures, SHBB Exhibit B

**7.13. APPROVE THE PURCHASE OF A 2024 KME K180 RESCUE/PUMPER FROM SAFE INDUSTRIES IN THE AMOUNT OF \$750,000 UTILIZING HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM - FIRE & RESCUE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Columbia Fire & Rescue requests City Council approval for the acquisition of a 2024 KME K180 Rescue/Pumper from Safe Industries utilizing the H-GAC Purchasing Program.

Last year, City Council approved \$900,000 over a three-year period for funding a new Rescue/Pumper. If approved, this 2024 KME K180 Rescue/Pumper will replace a 1996 E-One Pumper. Columbia Fire & Rescue requests moving forward with this purchase due to expected cost increase of apparatus in upcoming months.

The purchase price is currently \$750,000 with \$300,000 to be paid upon contract approval and the remaining balance paid on or about July 1, 2024.

**CERTIFICATION:** The Chief Financial Officer certifies that \$300,000 is budgeted and unencumbered in Fire-Suppression - Vehicles.

**ATTACHMENTS:** Staff Report Safe Industries, Safe Industries Purchasing Agreement, Executed Contract - Allsource Enterprises

**7.14. APPROVE CHANGE ORDER NO. 3 WITH BRINDLEY CONSTRUCTION, LLC IN THE AMOUNT OF \$84,000 FOR THE CITY OF COLUMBIA FIRE STATION NO. 1 RENOVATIONS - FIRE & RESCUE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** City Council approved a bid award December 14, 2023 to Brindley Construction, LLC in the amount of \$4,882,000 for the renovations to Fire Station No. 1 located at 1000 South Garden Street.

Change Orders No. 1 and No. 2 reduced the contract amount by a combined total of \$27,887 resulting in a lower contract price of \$4,854,113.

During the renovations to Fire Station No. 1 it was discovered that a water main is located underneath the building. Change Order No. 3 is to relocate a new water main to 9th Street. The cost is \$84,000. The new main will also improve fire suppression capabilities.

Change Order No. 3 increases the contract price to \$4,938,113.

**CERTIFICATION:** The Chief Financial Officer certifies that \$84,000 will be proposed to be budgeted in appropriations amendments #4 to be presented at the June 13th City Council meeting.

**ATTACHMENTS:** Staff Report Brindley Change Order No. 3, Brindley Construction Change Order No. 3

**8 ADMINISTRATION.**

**9 RESOLUTIONS.**

**9.1. RESOLUTION NO. 24-29 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution No. 24-29.

**INFORMATION:** The City Recorder is presenting tax corrections through 4/19/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

**ATTACHMENTS:** Staff Report Resolution No. 24-29 , Resolution No. 24-29, Resolution No. 24-29 Exhibit A

**9.2. RESOLUTION NO. 24-30 - TAX/ASSESSMENT CORRECTIONS - CITY RECORDER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution 24-30.

**INFORMATION:** The City Recorder is presenting tax and assessment corrections through 4/19/2024 for Council consideration. The items include property assessments and personal property assessments. As the items included are over 10 years old, the applicable statute of limitations for collection of such amounts has expired, and the accounts are no longer collectible.

**ATTACHMENTS:** Staff Report Resolution No. 24-30 , Resolution No. 24-30, Resolution No. 24-30 Exhibit A

**9.3. RESOLUTION NO. 24-31 - A RESOLUTION ACCEPTING A DONATION OF 14 PLANTERS FROM COLUMBIA MAIN STREET FOR HISTORIC DOWNTOWN COLUMBIA - CITY MANAGER'S OFFICE.**

**RECOMMENDATION:** Approve Resolution No. 24-31.

**INFORMATION:** Columbia Main Street would like to donate 14 planters valued at \$200 a piece. They are 28" self-watering planters that will be placed on select light poles in downtown Columbia. The City will maintain these planters and fill them with floral/greenery throughout the year. An item approving an amendment to the contract with Tennessee Property Management has been placed in the Other Business section of this agenda. This amendment would include the maintenance of these planters.

**ATTACHMENTS:** Staff Report Resolution No. 24-31, Resolution No. 24-31

**9.4. RESOLUTION NO. 24-33 – A RESOLUTION TO ACCEPT A DONATION OF A BUNN 13300.0004 VP17-3 LOW PROFILE POUR OVER COFFEE BREWER WITH 3 WARMERS AND FOUR BAGS OF COFFEE BEANS WITH AN APPROXIMATE VALUE OF \$500.00 FROM MULETOWN BEARDED AXE TO BE USED BY THE COLUMBIA POLICE DEPARTMENT - POLICE DEPARTMENT.**

**RECOMMENDATION:** Approve Resolution No. 24-33.

**INFORMATION:** The Columbia Police Department is requesting authorization to accept a donation of a Bunn 13300.0004 vp17-3 low profile pour over coffee brewer with 3 warmers and four bags of coffee beans with an approximate value of \$500.00 from MuleTown Bearded Axe to be used by the Columbia Police Department.

**ATTACHMENTS:** Staff Report Resolution No. 24-33, Resolution No. 24-33

## **10 ORDINANCES.**

**10.1.2ND CONSIDERATION ON ORDINANCE NO. 4499 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00 - 25.03, LOCATED OFF WEST 12TH AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4499 on second consideration.

**INFORMATION:** The applicant is requesting to rezone the four properties to CD-4 to allow the future residential development of townhomes which is reflected in the provided concept. The Planning Commission reviewed this request at the March 13, 2024, meeting and recommended approval by a vote of five to one.

**ATTACHMENTS:** Staff Report Ordinance No 4499 as amended, Ordinance No. 4499 as amended, Ordinance No. 4499 Exhibit A, Ordinance No. 4499 Exhibit B, Ordinance No. 4499 Concept Plan, Ordinance No. 4499 DS Staff Report.

**10.2.2ND CONSIDERATION ON ORDINANCE NO. 4500 - AN ORDINANCE FOR THE ABANDONMENT OF CITY PROPERTY BEING A 0.036 ACRE LOT LOCATED ON NORTH HARDIN DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE PLAT AND QUITCLAIM DEED - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4500 on second consideration.

**INFORMATION:** A sewer lift station was removed from service after an adjoining subdivision was developed, eliminating the need for the pump itself. The .036 acre property is surrounded by an existing property being 400 West Burt Drive. The owner of 400 West Burt Drive is requesting to have the sanitary lift property dissolved into 400 West Burt Drive.

**ATTACHMENTS:** Staff Report Ordinance 4500, Ordinance No. 4500, Ordinance No. 4500 Exhibit "A".

**10.3.1ST CONSIDERATION OF ORDINANCE NO. 4501- AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL FUND AND ESTABLISH JUNE 13, 2024 AS THE DATE OF PUBLIC HEARING - FINANCE.**

**RECOMMENDATION:** Approve Ordinance No. 4501 on first consideration and establish June 13, 2024 as the date of public hearing.

**INFORMATION:** The proposed ordinance is the fourth amendment to the FY 2024 Appropriation Ordinance, impacting the General Fund.

Within this budget amendment, the following items are included:

- Budget \$32,308 for 2024 JAG Grant in Police,
- Budget \$698,678 in Fire for air packs.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$730,986 to \$205,124,030.

**ATTACHMENTS:** Staff Report Ordinance No. 4501, Ordinance No. 4501, Ordinance No. 4501 Supporting Documents, Ordinance No. 4501 Summary

**10.4. 1ST CONSIDERATION OF ORDINANCE NO. 4502 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2024 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 AND ESTABLISH THE DATE OF JUNE 13, 2024 AS THE DATE OF PUBLIC HEARING - CITY RECORDER'S OFFICE.**

**RECOMMENDATION:** Approve Ordinance No. 4502 on first consideration and establish the date of June 13, 2024, as the date of Public Hearing.

**INFORMATION:** Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of \$0.8251 per \$100.00 of assessed value for the 2024 City taxes.

**ATTACHMENTS:** Staff Report - Ordinance No. 4502, Ordinance No. 4502

**10.5. 1ST CONSIDERATION OF ORDINANCE NO. 4503 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, AND ESTABLISH JUNE 13, 2024, AS THE DAY OF PUBLIC HEARING - FINANCE.**

**RECOMMENDATION:** Approve Ordinance No. 4503 on first consideration and establish June 13, 2024 as the date of public hearing.

**INFORMATION:** Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget

was delivered to the City Council at the May 9th study session. The Wastewater budget was presented to the City Council in April one-on-one sessions. One-on-one meetings were held for review of other departments and funds in advance of first consideration. Additional meetings will be scheduled as necessary. A Public Hearing is required prior to second consideration and will be scheduled for June 13, 2024. Required publication of the tentative Appropriation Ordinance was made in the Columbia Daily Herald on May 5, 2024.

Second consideration and final adoption of the proposed ordinance is tentatively scheduled for June 13, 2024.

#### **ATTACHMENTS:**

#### **10.6.1ST CONSIDERATION OF ORDINANCE NO. 4504 - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2024-2025 FISCAL YEAR - HUMAN RESOURCES.**

**RECOMMENDATION:** Approve Ordinance No. 4504 on first consideration.

**INFORMATION:** Each year the Classification and Compensation Plan for the employees is reviewed and updated if necessary. This year's plan adjusts the salary ranges by 5%. Positions that are being added include a GIS Analyst in Development Services, an Engineer I & Engineer II in Wastewater, a System Administrator in MIS and a Staff Accountant in Finance/City Recorder's Office. Other changes to the plan include converting the part-time Administrative Assistant in the City Manager's Office to a full-time Administrative Assistant, converting the Assistant City Planner to a Principal Planner in Development Services, converting Deputy Chief Emergency Management to Assistant Chief Emergency Management in Fire & Rescue, converting the Administrative Assistant in Parks and Recreation to a Marketing and Communications Manager, converting the HR Benefit Specialist to a Benefits Administrator in Finance/City Recorder's Office.



**ATTACHMENTS:** Staff Report Ordinance No. 4504, Ordinance No. 4504

**10.7.1ST CONSIDERATION ON ORDINANCE NO. 4505 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP G PARCEL 29, LOCATED AT 1209 GALLOWAY STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4505 on first consideration.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Staff Report for Ordinance No 4505, Ordinance No. 4505, Ordinance No. 4505 Exhibit A, Ordinance No. 4505 Exhibit B, Ordinance No. 4505 Concept Plan, Ordinance No. 4505 Staff Report DS

**10.8.1ST CONSIDERATION ON ORDINANCE NO. 4506 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99A GROUP G PARCEL 32, LOCATED AT 815 WOODSIDE STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4506 on first consideration.

**INFORMATION:**

The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development but reflects a through lot. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Staff Report Ordinance No 4506, Ordinance No. 4506, Ordinance No. 4506 Exhibit A, Ordinance No. 4506 Exhibit B, Ordinance No. 4506 Concept Plan, Ordinance No. 4506 Staff Report DS

**10.9.1ST CONSIDERATION ON ORDINANCE NO. 4507 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 75 PARCEL 11.17, LOCATED OFF BAKER ROAD, FROM PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) AND CD-2 (RURAL CHARACTER DISTRICT) - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

**RECOMMENDATION:** Approve Ordinance No. 4507 on first consideration.

**INFORMATION:** The applicant is requesting to revoke the Planned Unit Development overlay on the aforementioned property and rezone to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District). The CD-2 zoning is consistent with the new Hillsides and Natural Spaces future land use designation in the updated Connect Columbia plan that was adopted in 2024. CD-3L (Neighborhood Large Lot Character District) has the minimum lot width of 100'. The concept reflects 65 lots which is a reduction from the previously approved Colter Place PUD Master Plan which showed 144 lots. The Planning Commission reviewed the request and recommended approval at the April 10, 2024

meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Staff Report Ordinance No. 4507, Ordinance No. 4507, Ordinance No. 4507 Exhibit A, Ordinance No. 4507 Exhibit B, Ordinance No. 4507 Concept Plan, Ordinance No. 4507 Staff Report DS

## **11 PUBLIC COMMENT.**

## **12 OTHER BUSINESS.**

### **12.1. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AMENDMENT TO THE CONTRACT WITH TENNESSEE PROPERTY MANAGEMENT LLC IN THE AMOUNT OF \$8,781 - FINANCE.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Columbia Main Street has agreed to purchase 14 hanging floral planters for downtown with the City agreeing to take on the maintenance of these planters. After speaking with our current landscape contractor, Tennessee Property Management LLC, they have agreed to add the maintenance of these planters to our current service contract with them for an additional \$8,781 annually or \$731.75 monthly. The Resolution to accept the donation of the planters was located under the Resolution section of this agenda.

**CERTIFICATION:** The Chief Financial Officer certifies that \$8,781 is budgeted and unencumbered in Capital Projects Fund-Main Street - Site Development.

**ATTACHMENTS:** Staff Report - Tennessee Property Management Amendment 2024, Amendment to TN Property Management Contract May 2024, Estimate 2024 from Tennessee Property Management, Bid Tab - Landscape Management Services 2023, Tennessee Property Management Contract 2023

## **13 EXECUTIVE SESSION.**

## **14 ADJOURNMENT.**

**15 UPCOMING EVENTS.**

**15.1.FARMERS MARKET GRAND OPENING - SATURDAY, MAY 4,  
2024 - 10:00 A.M. - RIVERSIDE PARK, FARMERS MARKET  
PAVILION**



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:**

PUBLIC HEARING ON ORDINANCE NO. 4499 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00 - 25.03, LOCATED OFF WEST 12TH AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH MAY 9, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The applicant is requesting to rezone the four properties to CD-4 to allow the future residential development of townhomes which is reflected in the provided concept. The Planning Commission reviewed this request at the March 13, 2024 meeting and recommended approval by a vote of five to one. The required notice of Public Hearing was advertised April 23, 2024.

**ATTACHMENTS:** None.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00-25.03, LOCATED OFF WEST 12<sup>TH</sup> AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the properties herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said properties to be rezoned, being Tax Map 100E Group F Parcels 25.00 through 25.03, located off West 12<sup>th</sup> and Haley Streets, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 13th day of March, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of May, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_



Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number \_\_\_\_\_, page \_\_\_\_\_ Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

\_\_\_\_\_, 20\_\_\_\_

Date

Title (if action for partnership or corporation)

Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a Class "1" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

JUNE 2, 2021

Date



Registered Land Surveyor

TN PLS# 1859

Number

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled \_\_\_\_\_ has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

\_\_\_\_\_, 20\_\_\_\_

Date

\_\_\_\_\_,

Name, Title, Agency of Authorized Approving Agent

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage and utilities designated in \_\_\_\_\_ Subdivision have been installed in accordance with City specifications, or a performance bond in the amount of \$ \_\_\_\_\_ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

\_\_\_\_\_,

City Engineer

\_\_\_\_\_,

Date

Columbia, Tennessee

Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations, with the exception of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

\_\_\_\_\_,

Secretary, Planning Commission

\_\_\_\_\_,

Date

Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

\_\_\_\_\_,

Maury County E911

\_\_\_\_\_,

Date

Certificate of Approval for Sewer System

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

\_\_\_\_\_,

Director of Wastewater Department

\_\_\_\_\_,

Date

Columbia, Tennessee

Certificate of Compliance

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.

\_\_\_\_\_,

City Engineer

\_\_\_\_\_,

Date

Columbia, Tennessee

| Lot Area |          |            |
|----------|----------|------------|
| Lot 1    | 10099 sf | 0.23 Acres |
| Lot 2    | 12291 sf | 0.28 Acres |
| Lot 3    | 12025 sf | 0.28 Acres |

LEGEND

● IRON PIN FOUND

○ IRON PIN SET

 UTILITY POLE

○ SS MANHOLE

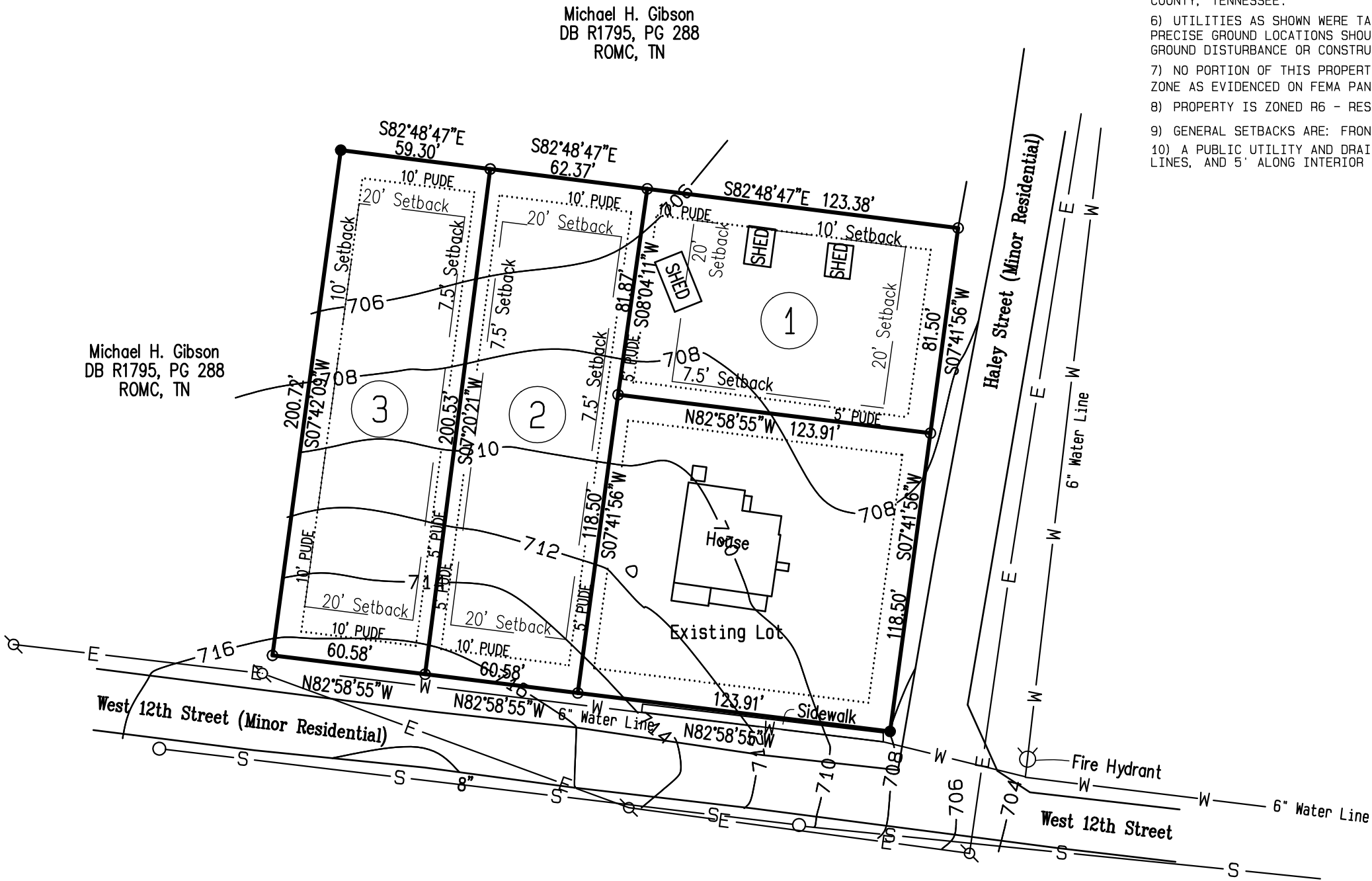
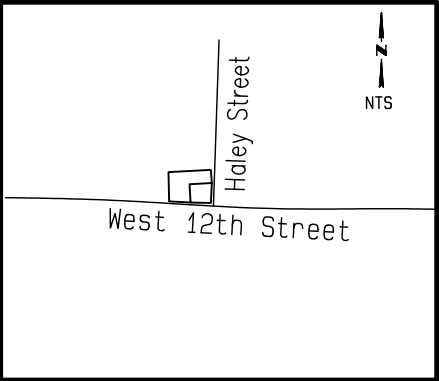
..... PUDE LINE

—E— ELECTRIC LINE

—W— WATER LINE

—S— SANITARY SEWER LINE

PUDE= PUBLIC UTILITY & DRAINAGE EASEMENT



GENERAL NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL 25.01 OF MAP 100E INTO 3 LOTS.
- 2) BEARINGS ARE BASED ON GPS.
- 3) THIS SURVEY WAS PREPARED USING THE CURRENT DEEDS OF RECORD. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A TITLE SEARCH.
- 4) ALL DEED BOOK REFERENCES PERTAIN TO REGISTER'S OFFICE OF MAURY, TENNESSEE.
- 5) SUBJECT PROPERTY IS LOCATED IN THE CITY OF COLUMBIA, 9TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE.
- 6) UTILITIES AS SHOWN WERE TAKEN FROM VISIBLE FIELD LOCATIONS. UTILITY DETAILS AND PRECISE GROUND LOCATIONS SHOULD BE OBTAINED FROM THE PROPER AUTHORITIES BEFORE ANY GROUND DISTURBANCE OR CONSTRUCTION IS STARTED.
- 7) NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A 100 YEAR FLOOD ZONE AS EVIDENCED ON FEMA PANEL #47119C0285E OF MAURY COUNTY, TN, DATED 04/16/2007.
- 8) PROPERTY IS ZONED R6 - RESIDENTIAL
- 9) GENERAL SETBACKS ARE: FRONT=20'; SIDES=7.5'; REAR=20'.
- 10) A PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) 10' ALONG FRONT AND REAR PROPERTY LINES, AND 5' ALONG INTERIOR PROPERTY LINES IS REQUIRED FOR THIS SITE.

ARROWHEAD SURVEY  
4151 OLD HILLSBORO ROAD  
FRANKLIN, TN 37064  
615-599-7347

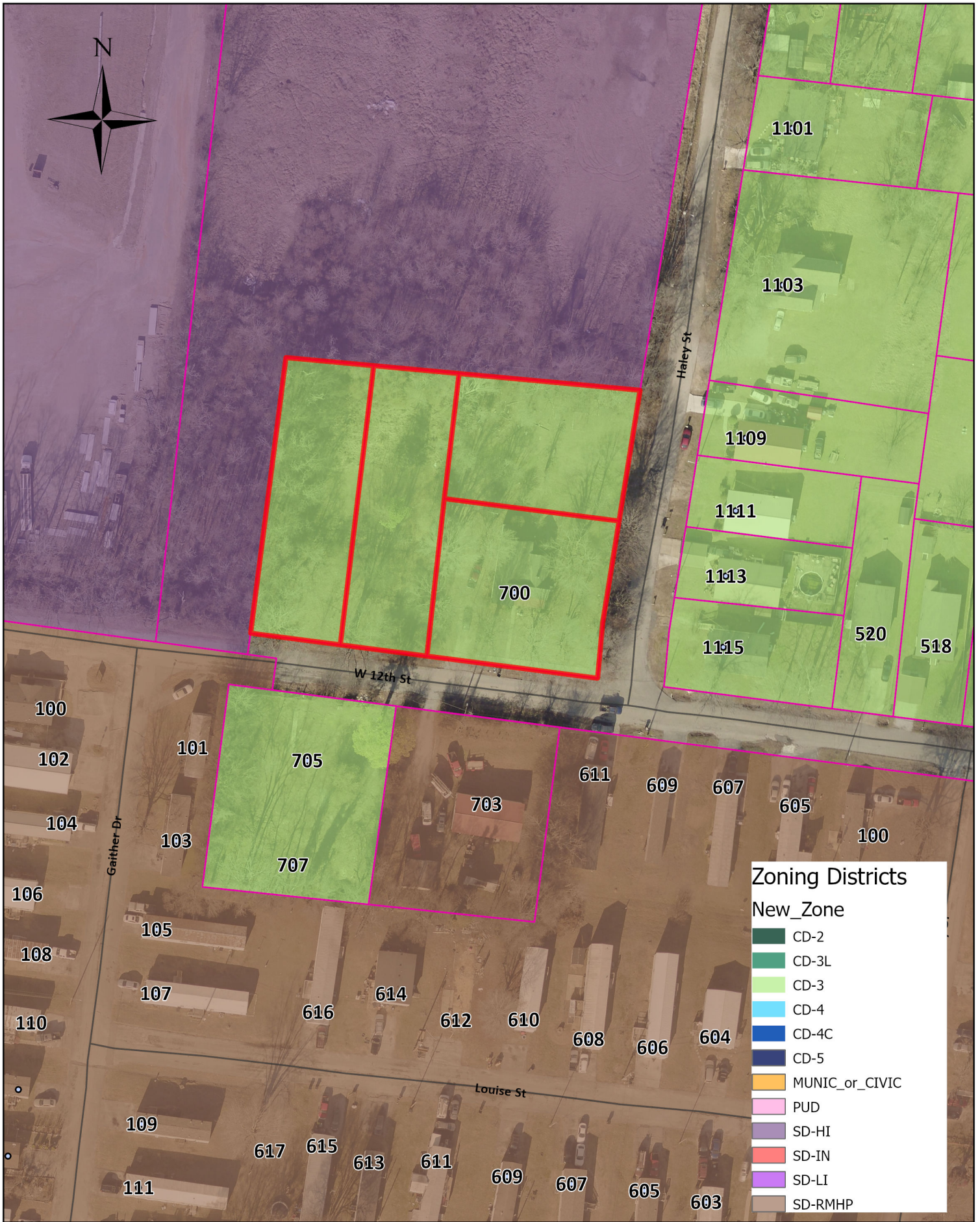


6/2/2021

CITY OF COLUMBIA MUNICIPAL PLANNING COMMISSION  
STATE OF TENNESSEE  
FINAL PLAT

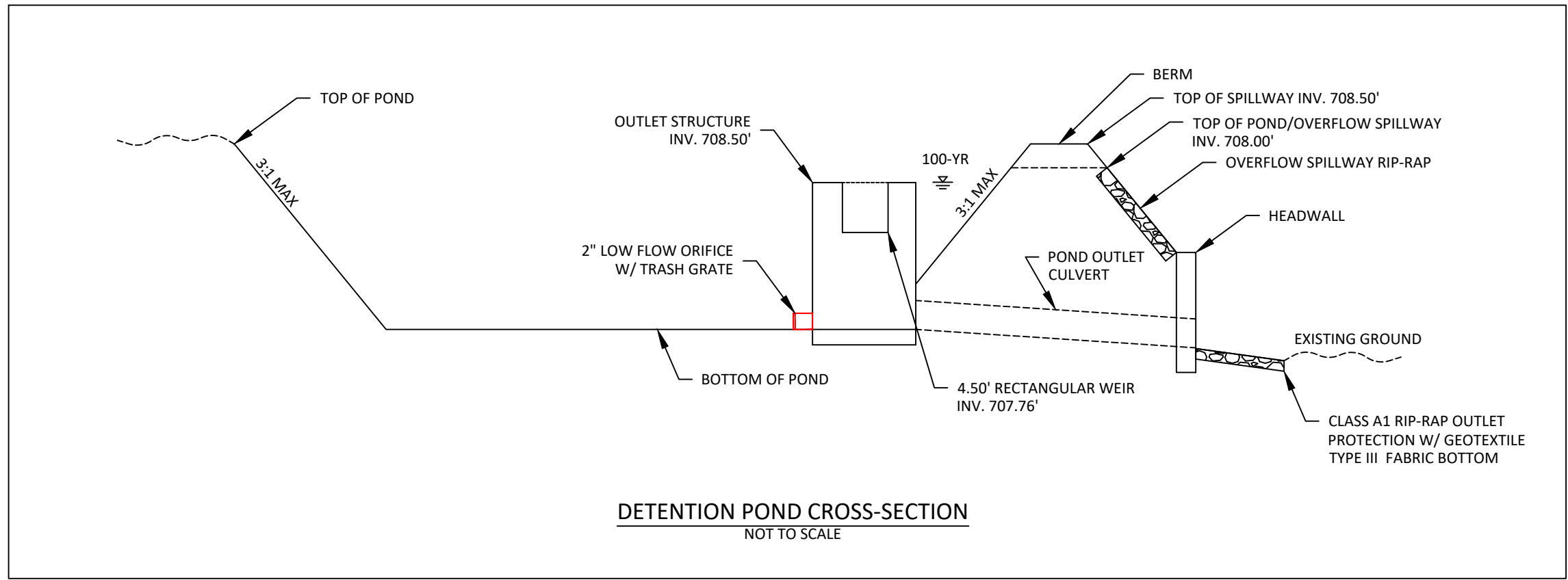
| MINOR SUBDIVISION                                                            |                                  |
|------------------------------------------------------------------------------|----------------------------------|
| LOT 1, 2, & 3<br>RECURVE LLC PROPERTY                                        |                                  |
| TOTAL ACRES = 1.13                                                           | TOTAL LOTS =4                    |
| MILES NEW ROADS =0.00                                                        | ACRES NEW ROADS = 0.00           |
| PARCEL: 25.01 OF TAX MAP: 100E GROUP: F<br>PLAT BOOK 22, PAGE 151, LOT 1 & 2 |                                  |
| OWNER: RECURVE LLC<br>114 Churchill Place, Franklin, TN 37067                |                                  |
| CIVIL DISTRICT: 9TH                                                          | SCALE: 1"= 50'                   |
| DATE: 6/02/2021                                                              | CLOSURE:1/15,000<br>SHEET 1 OF 1 |



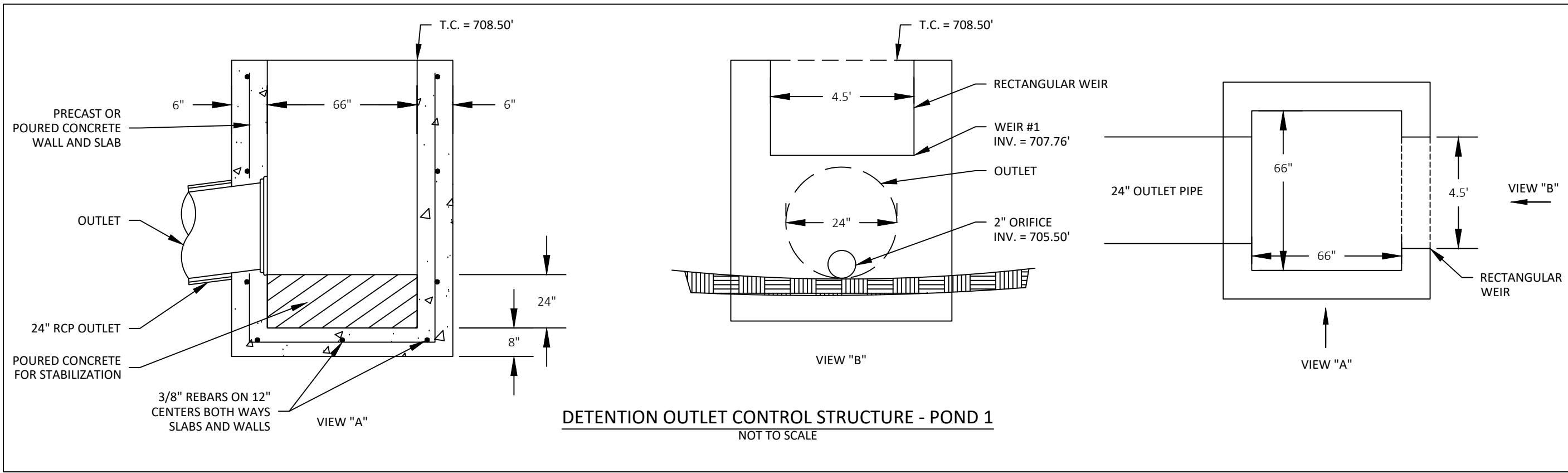


Ordinance No. 4499 - Exh B  
W. 12th and Haley Streets  
TM100E Group F Parcels 25-25.03

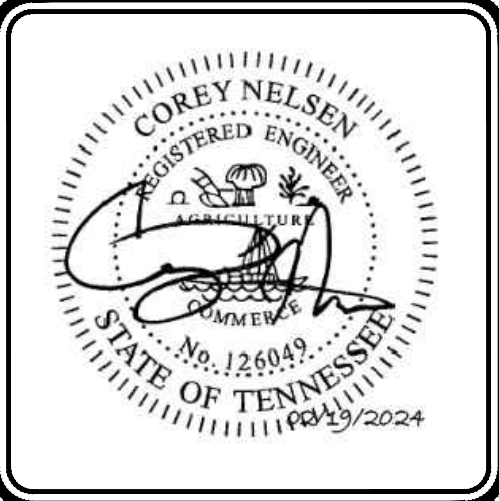
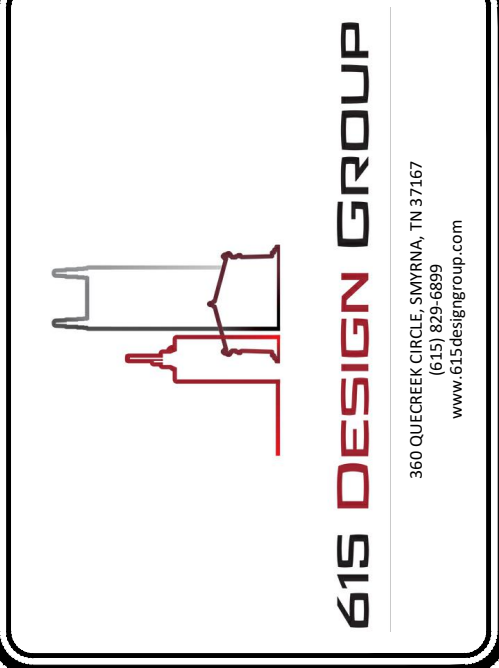
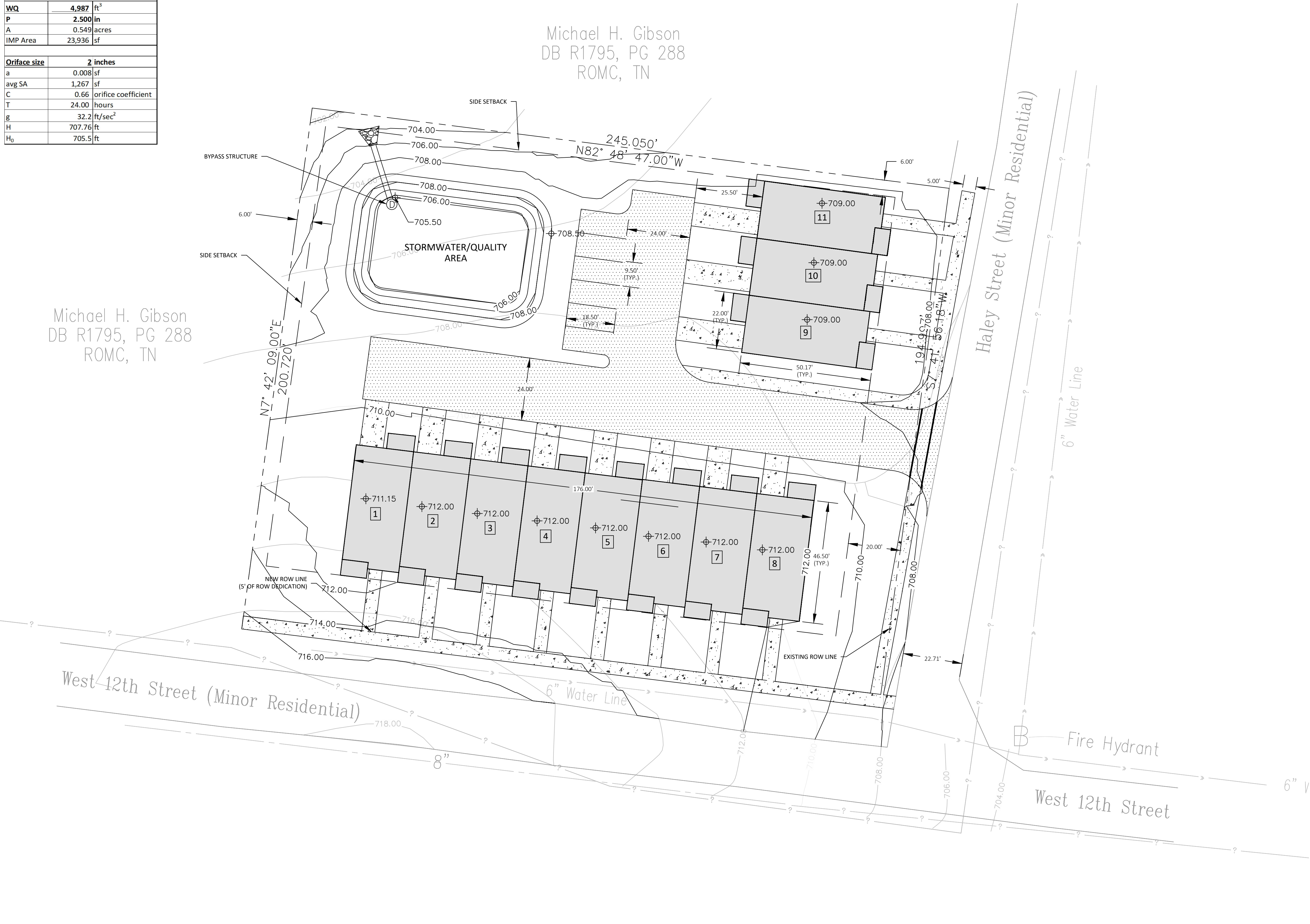




| POND #1                                |                          |
|----------------------------------------|--------------------------|
| Water Quality Volume Calcs for 80% TSS |                          |
| WQ                                     | 4,987 ft <sup>3</sup>    |
| P                                      | 2.500 in                 |
| A                                      | 0.549 acres              |
| IMP Area                               | 23,936 sf                |
| Orifice size 2 inches                  |                          |
| a                                      | 0.008 sf                 |
| avg SA                                 | 1,267 sf                 |
| C                                      | 0.66 orifice coefficient |
| T                                      | 24.00 hours              |
| g                                      | 32.2 ft/sec <sup>2</sup> |
| H                                      | 707.76 ft                |
| H <sub>0</sub>                         | 705.5 ft                 |



| SITE DATA TABLE                                                                                                                      |                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| SITE ADDRESS:                                                                                                                        | 700 W 12TH ST<br>COLUMBIA, TN 37066                                       |
| OWNER:                                                                                                                               | KHATERA SAFI                                                              |
| PARCEL ID:                                                                                                                           | 100E F 02500 000; 100E F 02501 000;<br>100E F 02502 000; 100E F 02503 000 |
| COUNCIL DISTRICT:                                                                                                                    | 2                                                                         |
| COUNCIL MEMBER:                                                                                                                      | DEBBIE WILES                                                              |
| SITE AREA:                                                                                                                           | +/- 1.13 ACRES (49,223 SF)                                                |
| SITE AREA W/ 5' ROW DED.:                                                                                                            | +/- 1.10 ACRES (47,877 SF)                                                |
| EXISTING IMPERVIOUS AREA:                                                                                                            | +/- 0.05 ACRES (2,247 SF)                                                 |
| PROPOSED IMPERVIOUS AREA:                                                                                                            | +/- 0.55 ACRES (23,936 SF)                                                |
| NET IMPERVIOUS AREA:                                                                                                                 | +/- 0.50 ACRES (21,689 SF)                                                |
| EXISTING ZONING:                                                                                                                     | CD-3                                                                      |
| PROPOSED ZONING:                                                                                                                     | CD-4                                                                      |
| EXISTING USE:                                                                                                                        | SINGLE FAMILY HOME/VACANT                                                 |
| PROPOSED USE:                                                                                                                        | RESIDENTIAL/TOWNHOMES                                                     |
| # OF UNITS PROVIDED:                                                                                                                 | 11 UNITS                                                                  |
| SETBACKS:                                                                                                                            | REQUIRED                                                                  |
| FRONT:                                                                                                                               | 20'                                                                       |
| REAR:                                                                                                                                | N/A                                                                       |
| SIDE:                                                                                                                                | 6'                                                                        |
| MAX BUILDING HEIGHT:                                                                                                                 | 3 STORIES                                                                 |
| PARKING REQUIRED:                                                                                                                    | 17 SPCS (1.5 SPCS/UNIT)                                                   |
| PARKING PROVIDED:                                                                                                                    | 20 SPCS (11 GARAGE SPCS, 3 DRIVEWAY<br>PADS, 6 PARKING SPCS)              |
| NOTES:                                                                                                                               |                                                                           |
| 1. EXISTING SURVEY INFORMATION IS DERIVED FROM A BOUNDARY<br>AND TOPOGRAPHIC SURVEY PROVIDED BY ARROWHEAD SURVEY,<br>DATED 6-2-2021. |                                                                           |
| 2. PRIVATE SANITARY SERVICES WILL BE UTILIZED ONSITE FOR PRIVATE<br>TRASH PICKUP. INDIVIDUAL TRASH RECEPTACLES WILL BE UTILIZED.     |                                                                           |



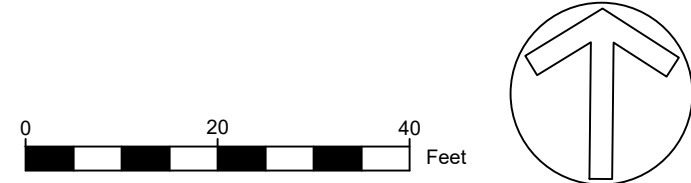
700 W 12TH TOWNHOMES  
RESIDENTIAL SITE PLAN SUBMITTAL  
700 W 12TH STREET, COLUMBIA, TN 38401

| REVISIONS |             | DATE |
|-----------|-------------|------|
| NUMBER    | DESCRIPTION |      |
|           |             |      |
|           |             |      |
|           |             |      |
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|           |             |      |
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|              |            |
|--------------|------------|
| PROJECT #:   | 1061001    |
| DESIGNED BY: | CMN        |
| DRAWN BY:    | CMN        |
| DATE:        | 02/19/2024 |

CONCEPT PLAN

C2.0



## 700 W 12<sup>th</sup> Rezoning

|                |                         |               |                         |
|----------------|-------------------------|---------------|-------------------------|
| Project #:     | 24-0026                 | Location:     | Map 100E F 25.0 - 25.03 |
| Applicant:     | Corey Nelson            | Case Type(s): | Rezoning                |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Townhomes               |

### PROJECT SUMMARY

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The applicant requests rezoning of 1.13-acres located at the corner of West 2th Street and Haley Street from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The current CD-3 zoning permits detached houses and some duplexes at four density units per acre. The requested CD-4 zoning permits a mix of uses and structure types, including townhomes, at twelve density units per acre.

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The applicant has provided a concept plan depicting townhomes on the property. The concept plan demonstrates that it is possible to develop the site in conformity with the standards of the requested character district.
- Subsequent development and division of the property will require review and approval by the Planning Commission or the Zoning Administrator.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



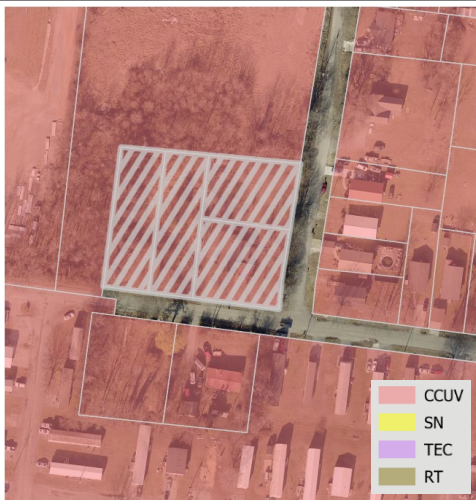


**SITE INFORMATION**

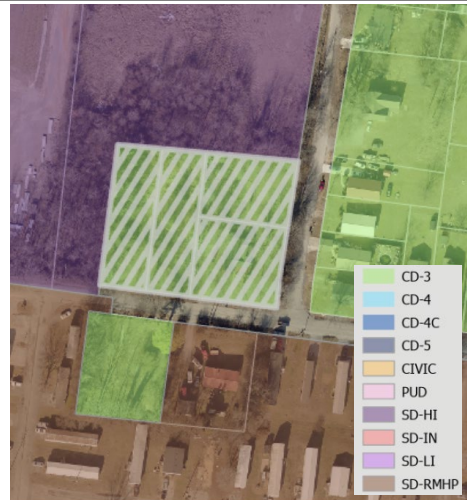
| CURRENT ZONING | EXISTING USE | EXISTING IMP.                | LAND AREA |
|----------------|--------------|------------------------------|-----------|
| CD-3           | Residential  | House & Accessory Structures | +/- 1.13  |



**FUTURE LAND USE MAP**



**ZONING MAP**



| SITE CONTEXT/ADJACENT PROPERTIES |                           |             |                                      |
|----------------------------------|---------------------------|-------------|--------------------------------------|
|                                  | Future Land Use           | Zoning      | Current Use                          |
| Subject Property                 | City Center Urban Village | CD-3        | Vacant                               |
| North                            | City Center Urban Village | SD-LI       | Industrial                           |
| South                            | City Center Urban Village | SD-MHP/CD-3 | Manufactured Home Park/Single Family |
| East                             | City Center Urban Village | CD-3        | Single Family                        |
| West                             | City Center Urban Village | SD-LI       | Industrial                           |

## CONSISTENCY WITH CONNECT COLUMBIA

**City Center Urban Village:** The requested rezoning is consistent with the future land use map. The future land use of the subject site is Suburban Neighborhood. The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.



# CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

MARCH 2024  
24-0026  
700 W 12TH  
REZONING

## Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



## Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

## Form & Pattern

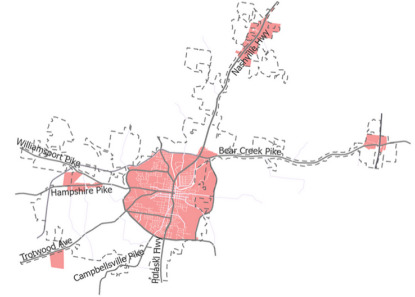
The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

## Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)  
General Urban CD-4  
Urban Center CD-5  
General Urban-Corridor CD-4C (only along Arterial roadways)  
Urban Center - Corridor CD-5C (only along Arterial roadways)\*  
Mixed Use PUD PUD-MU  
Civic CV

## Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses  
Density (density units per acre):  $\geq 12$  du/ac  
Building Height: 1-5 stories  
Open Space Elements: Civic Spaces, Parks & Greenways



## AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).





## CONFORMITY WITH ZONING ORDINANCE

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As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to develop the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-D.**
  - The plan depicts townhomes with rear-loaded garages
  - The concept plan also depicts the addition of sidewalks at the public frontage, parking, and stormwater facilities.
  - The concept plan does not show tree preservation as required by § 4.3.16.L. Tree cover on the site is likely minimal. If this request is successful and the project proceeds to site development plan review, staff will determine the status of trees on the site and ensure preservation or mitigation as appropriate.
  - If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.
  - Any proposed redevelopment of the site must conform to the standards of the Zoning Ordinance and applicable overlays.
- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**



## REVIEW PROCESS

---

The Development Review Committee evaluated the proposed rezoning at its February 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];<sup>1</sup>*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

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<sup>1</sup> Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read “the legal purposes for which zoning exists are not contravened.”

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## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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The DRC reviewed this proposal at its December 2023 and January 2024 meetings. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at **§ 8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Utility providers indicated willingness and capacity to serve. Some included standard caveats about the impact of supply chain disruption on the ability to establish services. Water availability letters must be renewed every 120 days.
- Maury County Schools did not comment on this application. However, the school system generally indicates that proposals which add housing units are not guaranteed any particular attendance zone assignment. Attendance zones can be adjusted to balance demand and capacity at school facilities.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested CD-4 zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-4 (General Urban Neighborhood) character district implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourage beneficial changes to the land use pattern in the area.

## SAMPLE MOTIONS

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### Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed annexation with a plan of services and rezoning [*subject to technical comments and other conditions presented by planning staff*].

### Deny:

Move to recommend denial of the requested annexation with a plan of services and rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

### Defer:

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:**

PUBLIC HEARING ON ORDINANCE NO. 4505 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP G PARCEL 29, LOCATED AT 1209 GALLOWAY STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** None.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP G PARCEL 29, LOCATED AT 1209 GALLOWAY STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 100E Group G Parcel 29, located at 1209 Galloway Street, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit “B” and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of April, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of June, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_



BK/PG: R2640/323-324

20009711

**This Instrument Prepared By:**

Frank K. Dale, Esq.  
Lawwell, Dale, Graham & Hutto  
805 South Garden Street  
P.O. Box 1017  
Columbia, TN 38402-1017

|                        |                       |
|------------------------|-----------------------|
| 2 PGS:AL-WARRANTY DEED |                       |
| JANE BATCH: 230174     | 06/12/2020 - 01:22 PM |
| VALUE                  | 50000.00              |
| MORTGAGE TAX           | 0.00                  |
| TRANSFER TAX           | 185.00                |
| RECORDING FEE          | 10.00                 |
| ARCHIVE FEE            | 0.00                  |
| DP FEE                 | 2.00                  |
| REGISTER'S FEE         | 1.00                  |
| TOTAL AMOUNT           | 198.00                |

STATE OF TENNESSEE, MAURY COUNTY  
**JOHN FLEMING**  
REGISTER OF DEEDS

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between **CARLOS VALERO**, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and, **RICHARD E. WOODSON, A MARRIED MAN**, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

**WITNESSETH:**

For the consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys to SECOND PARTY the following described property:

Located in the Ninth (9<sup>th</sup>) Civil District of Maury County, Tennessee and being Lot 1 (containing 0.52 acres) on the Minor Plat of Ronald and Rita Maggi as shown by map of record in Plat Book P20 at page 162 in the Maury County, Tennessee Register of Deeds Office.

Being the same property conveyed to Carlos Valero by Deed dated August 17, 2018, recorded October 22, 2018, in Book R2523, Page 1373, in the Official Records of Maury County, Tennessee.

FIRST PARTY certifies that this property is not currently used by FIRST PARTY or a spouse or dependent of FIRST PARTY as a principal place of residence.

This property is shown on the tax records of Maury County, Tennessee as Map 100E, Group G, Parcel 029.00.

Legal description obtained from prior deed.

TO HAVE AND TO HOLD said real estate unto SECOND PARTY, together with all rights, titles, easements and appurtenances thereunto belonging, forever.

FIRST PARTY COVENANTS that it is lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered, except for current year's property taxes, which are prorated and will be paid by SECOND PARTY; all matters shown on plat of record in Plat Book P20, Page 162, Register's Office of Maury County, Tennessee; all matters shown on plat of record in Plat Book P16, Page 8, Register's Office of Maury County, Tennessee; and any other matters of record.

FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to the above described property unto SECOND PARTY against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this conveyance has been executed on this 11th day of June, 2020.

  
Carlos Valero

STATE OF TENNESSEE  
COUNTY OF MAURY

On this 11th day of June, 2020, before me personally appeared **CARLOS VALERO**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand, at office, this 11th day of June, 2020.

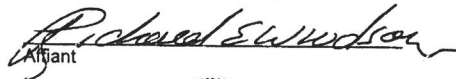
  
Notary Signature

My commission expires: 7/10/2021



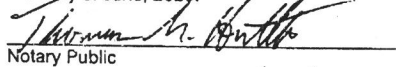
STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is **\$50,000.00**.

  
Affiant

Sworn and subscribed to before me,

11th day of June, 2020.

  
Notary Public

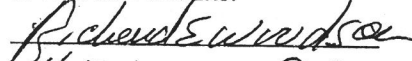
My commission expires: 7/10/2021



PERSON OR AGENCY  
RESPONSIBLE FOR TAXES:

Same  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME AND ADDRESS  
OF PROPERTY OWNERS:

  
1612 Jeremy Dr  
Columbia TN-38401

**GENERAL NOTES**

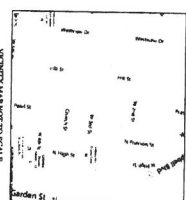
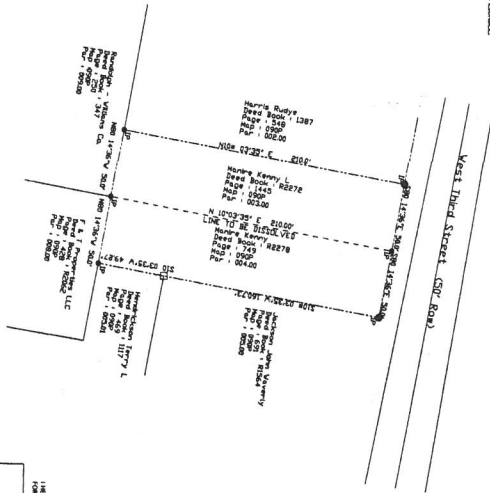
1. THIS SURVEY IS SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD AND ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD.
2. THIS SURVEY HAS BEEN MADE FROM THE BEST AVAILABLE INFORMATION AND THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD.



# **LEGEND**

These standard symbols will be found in the drawing.

- IRON PIN FOUND
- IRON PIN SET



09/04/2014 12:04 PM  
14009380  
PLAT BOOK : P20  
PAGE : 182  
JOHN FERNIE  
Surveyor  
Tennessee  
14009380

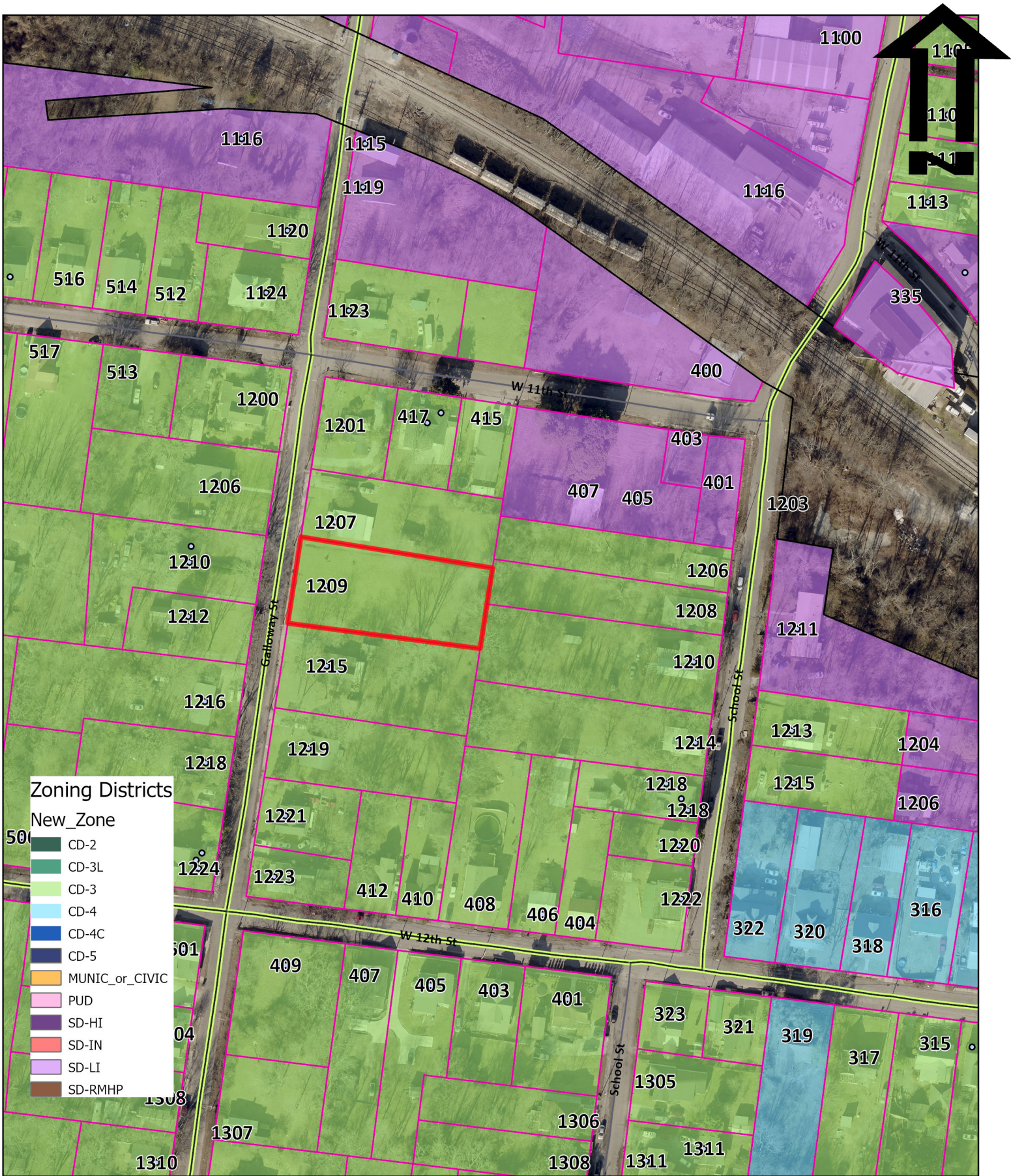


## **BOUNDRARY SURVEY**

Combination of Control Map 090P  
Parcels 003.00 & 004.00  
West Third Street, Columbia  
Adopted by the Board of Commissioners  
on 09/04/2014  
PREPARED BY: Kerry Kasper

| DATE        | SCALE    | SHEET  | DRAWN BY | PROJECT |
|-------------|----------|--------|----------|---------|
| APR 2, 2014 | 1" = 50' | 1 OF 1 | LMH      | 14007   |





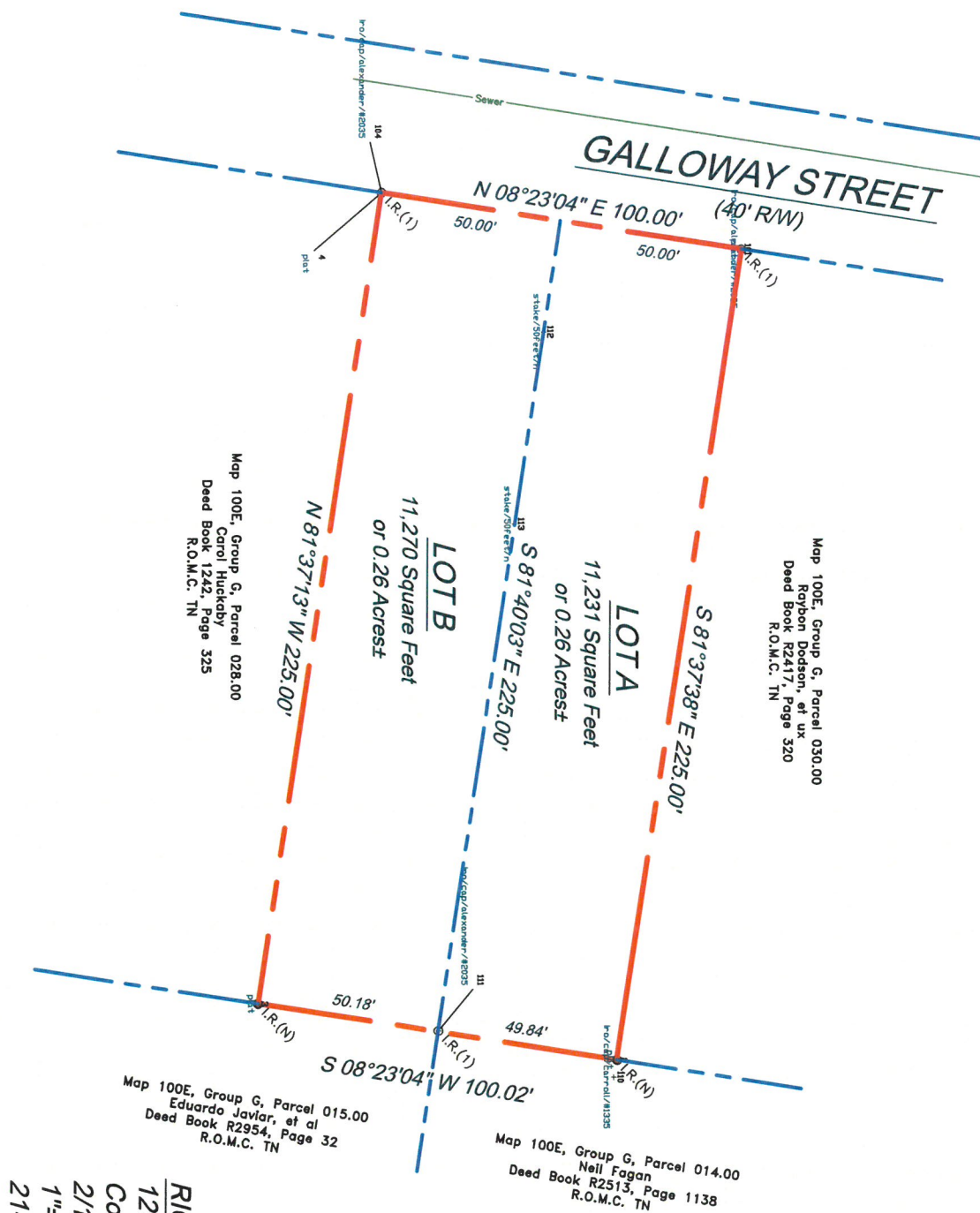
Ordinance No. 4505 - Exh B  
1209 Galloway Street

City of Columbia  
Development Services  
700 N. Garden Street  
Columbia, TN 38401

CITY OF COLUMBIA







**RICHARD WOODSON**  
1209 Galloway Street  
Columbia, TN  
2/19/24  
1"=30'  
21-006

## 1209 Galloway Rezoning

|                |                         |               |               |
|----------------|-------------------------|---------------|---------------|
| Project #:     | 24-0096                 | Location:     | 100E G 29.0   |
| Applicant:     | Richard Woodson         | Case Type(s): | Rezoning      |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Single Family |

### PROJECT SUMMARY

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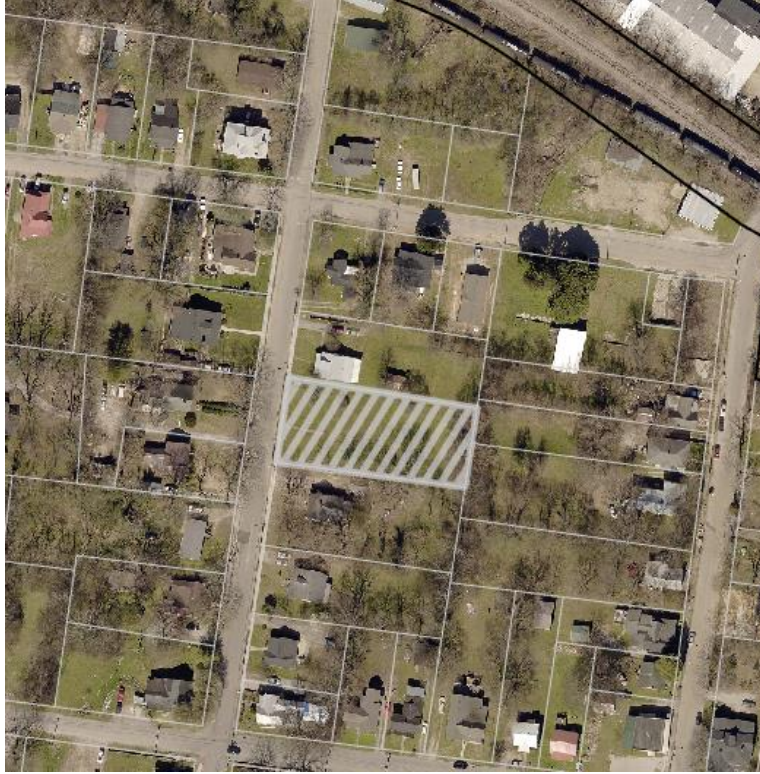
The applicant requests rezoning of a 0.52-acres lot on Galloway from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The current CD-3 zoning permits detached houses and some duplexes at four density units per acre. The requested CD-4 zoning permits a mix of uses and structure types, including townhomes, at twelve density units per acre.

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The applicant has provided a concept plan depicting division of the property into two lots.
- Subsequent development and division of the property will require additional reviews.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



## SITE INFORMATION

| CURRENT ZONING | EXISTING USE | EXISTING IMP. | LAND AREA |
|----------------|--------------|---------------|-----------|
| CD-3           | Residential  | Vacant        | +/- 0.52  |



FUTURE LAND USE MAP



ZONING MAP





| SITE CONTEXT/ADJACENT PROPERTIES |                           |        |               |
|----------------------------------|---------------------------|--------|---------------|
|                                  | Future Land Use           | Zoning | Current Use   |
| Subject Property                 | City Center Urban Village | CD-3   | Single Family |
| North                            | City Center Urban Village | CD-3   | Single Family |
| South                            | City Center Urban Village | CD-3   | Single Family |
| East                             | City Center Urban Village | CD-3   | Single Family |
| West                             | City Center Urban Village | CD-3   | Single Family |

## CONSISTENCY WITH CONNECT COLUMBIA

**City Center Urban Village:** The requested rezoning is consistent with the future land use map. The future land use of the subject site is City Center Urban Village (CCUV). The CCUV future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.

### Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



### Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

### Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

### Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)  
General Urban CD-4  
Urban Center CD-5  
General Urban-Corridor CD-4C (only along Arterial roadways)  
Urban Center - Corridor CD-5C (only along Arterial roadways)\*  
Mixed Use PUD PUD-MU  
Civic CV

### Implementing Standards

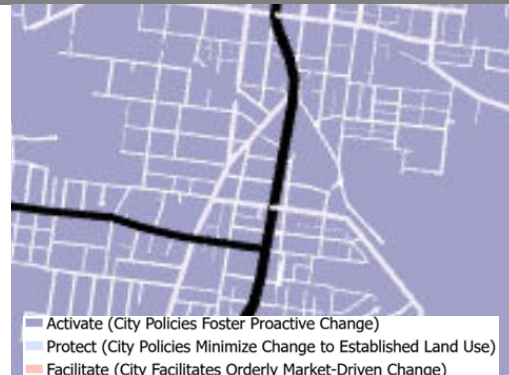
General Development Pattern: Mixed Uses & Isolated Uses  
Density (density units per acre): ≥ 12 du/ac  
Building Height: 1-5 stories  
Open Space Elements: Civic Spaces, Parks & Greenways





#### AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



### CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. "Sketch Development Plan"). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

#### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to subdivide the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-D.**
  - The plan depicts the division of the property into two conforming 50-foot wide lots.
- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**
  - If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.
    - Lots – Planning & Zoning will ensure that lots conform to the dimensional standards of the Ordinance at the time of subdivision.
    - Buildings – Staff will evaluate any proposed structures for zoning compliance as part of the building permit review.

## REVIEW PROCESS

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The Development Review Committee evaluated the proposed rezoning at its March 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [are not contravened];*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

---

The DRC reviewed this proposal at its March 2024 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at § **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Due to the small scale of the request, the applicant could not obtain a standard water availability letter. Planning directed the applicant to obtain written confirmation from the Office of Fire Marshal and CPWS's consultant that sufficient water is available to serve the property for domestic use and fire protection. The applicant provided this information at resubmittal.
- Planning directed the applicant to obtain a Will-Serve Letter from the Columbia Wastewater Department. The applicant provided this information at resubmittal.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested CD-4 zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-4 (General Urban) character district implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourages beneficial changes to the land use pattern in the area.

**The CD-4 design standards are more prescriptive than the current CD-3 standards.** The Zoning Ordinance contains highly prescriptive design standards which provide an improved built environment over time. Single family homes in exclusively residential zoning districts are exempt from most of these standards. However, design standards apply to all structure types in mixed-use zones, beginning with CD-4. The subject property is in an area with a mix of zoning designations, including CD-3 and Light Industrial. Standards vary between these districts. The owner and any subsequent purchaser should be on notice that new structures on the property will be subject to CD-4 design standards.

**Any division of the property must conform to the standards of the Ordinance and Subdivision Regulations.** Rezoning amends the regulatory map and determines which section of the Ordinance applies to the site. Zoning map amendments do not approve any specific plan of development. The applicant provided a concept plan for the rezoning which indicates the parcel is of sufficient size to create more than one conforming CD-4 lot. Subdivision of the property will require a plat prepared by a registered land surveyor. If the applicant succeeds in rezoning the

property, additional applications prepared with the aid of qualified professionals will be necessary to accomplish the goal of subdividing the property.

## SAMPLE MOTIONS

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### **Approve:**

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

### **Deny:**

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

### **Defer:**

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:**

PUBLIC HEARING ON ORDINANCE NO. 4506 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99A GROUP G PARCEL 32, LOCATED AT 815 WOODSIDE STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 3

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development but reflects a through lot. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** None.





**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99A GROUP G PARCEL 32, LOCATED AT 815 WOODSIDE STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 99A Group G Parcel 32, located at 815 Woodside Street, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit “B” and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of April, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of June, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

Mail  
AFTER RECORDING RETURN TO:  
BAY NATIONAL TITLE CO.  
13577 FEATHER SOUND DRIVE, STE. 250  
CLEARWATER, FL 33762  
File No. CITI-35316

This document prepared by:  
JOHN O. WINDSOR, ESQ.  
1775 LELIA DRIVE SUITE E (2ND FLOOR)  
JACKSON, MS 39216  
866-333-3081

Tax ID No.: 099A-G-032.00-000

BK/PG:R2348/948-951

15015219

|                            |          |
|----------------------------|----------|
| 4 PGS : AL - WARRANTY DEED |          |
| JAME BATCH: 167063         |          |
| 12/01/2015 - 03:17 PM      |          |
| VALUE                      | 15000.00 |
| MORTGAGE TAX               | 0.00     |
| TRANSFER TAX               | 55.50    |
| RECORDING FEE              | 20.00    |
| DP FEE                     | 2.00     |
| REGISTER'S FEE             | 1.00     |
| TOTAL AMOUNT               | 78.50    |

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING  
REGISTER OF DEEDS

SPECIAL WARRANTY DEED

THIS DEED made and entered into on this 28<sup>th</sup> day of September, 2015, by and between CITIFINANCIAL SERVICING, LLC, a mailing address of 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368 hereinafter referred to as Grantor(s) and **RICHARD E. WOODSON AND ANITA V. WOODSON, HUSBAND AND WIFE**, a mailing address of 1612 JEREMY DRIVE, COLUMBIA, TN 38401, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor, for and in consideration of the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in MAURY County, TENNESSEE:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND LIMITATIONS OF RECORD, IF ANY.

Being the same property conveyed to the Grantor(s) in a prior Deed recorded under DOCUMENT NO. 15005858, recorded on 05/21/2015 in MAURY County, TENNESSEE.

Book \* R2348 pg 1339

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in fee simple.

Grantor hereby warrants to the Grantee(s) that title to the subject real property described herein is the same quality which was received by the Grantor. Grantor's warranty is limited solely to matters arising from the acts or omissions of the Grantor occurring solely during the period of the Grantor's ownership of the subject real property. This limited warranty is binding upon the Grantor, its successors and assigns.

Tax ID No.: 099A-G-032.00-000

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on this 21<sup>st</sup> day of August, 2015.

CITIFINANCIAL SERVICING, LLC

By Olympus Asset Management as Attorney in Fact

BY: Kendra Stratten

PRINT NAME: Kendra Stratten

TITLE: Closing Analyst

STATE OF Maine  
COUNTY OF Cumberland

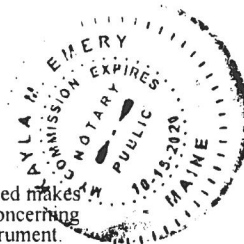
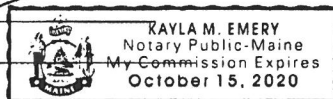


Before me, Kayla Emery, a Notary Public, of the state and county mentioned, personally appeared Kendra Stratten, Closing Analyst with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of Olympus Asset Management as Attorney in Fact for CITIFINANCIAL SERVICING, LLC, the within named bargainer and that such president or officer executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Scarborough, ME, this 21<sup>st</sup> day of August, 2015.

Kayla Emery  
Notary Public

My Commission expires: \_\_\_\_\_



No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and/or their agents; no boundary survey was made at the time of this conveyance.

VALUATION AFFIDAVIT

I, hereby swear or affirm that to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$15,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary audit.

Richard E. Woodson  
RICHARD E. WOODSON

STATE OF Tennessee  
COUNTY OF Maury

Sworn to before me this 28 day of September, 2015.

Sharon Roberson  
Notary Public  
My Commission Expires: 06-18-2019



Name and address for person(s) responsible for taxes:

**RICHARD E. WOODSON AND ANITA V. WOODSON**  
1612 JEREMY DRIVE  
COLUMBIA, TN 38401

Name and address of property owner:

**RICHARD E. WOODSON AND ANITA V. WOODSON**  
1612 JEREMY DRIVE  
COLUMBIA, TN 38401

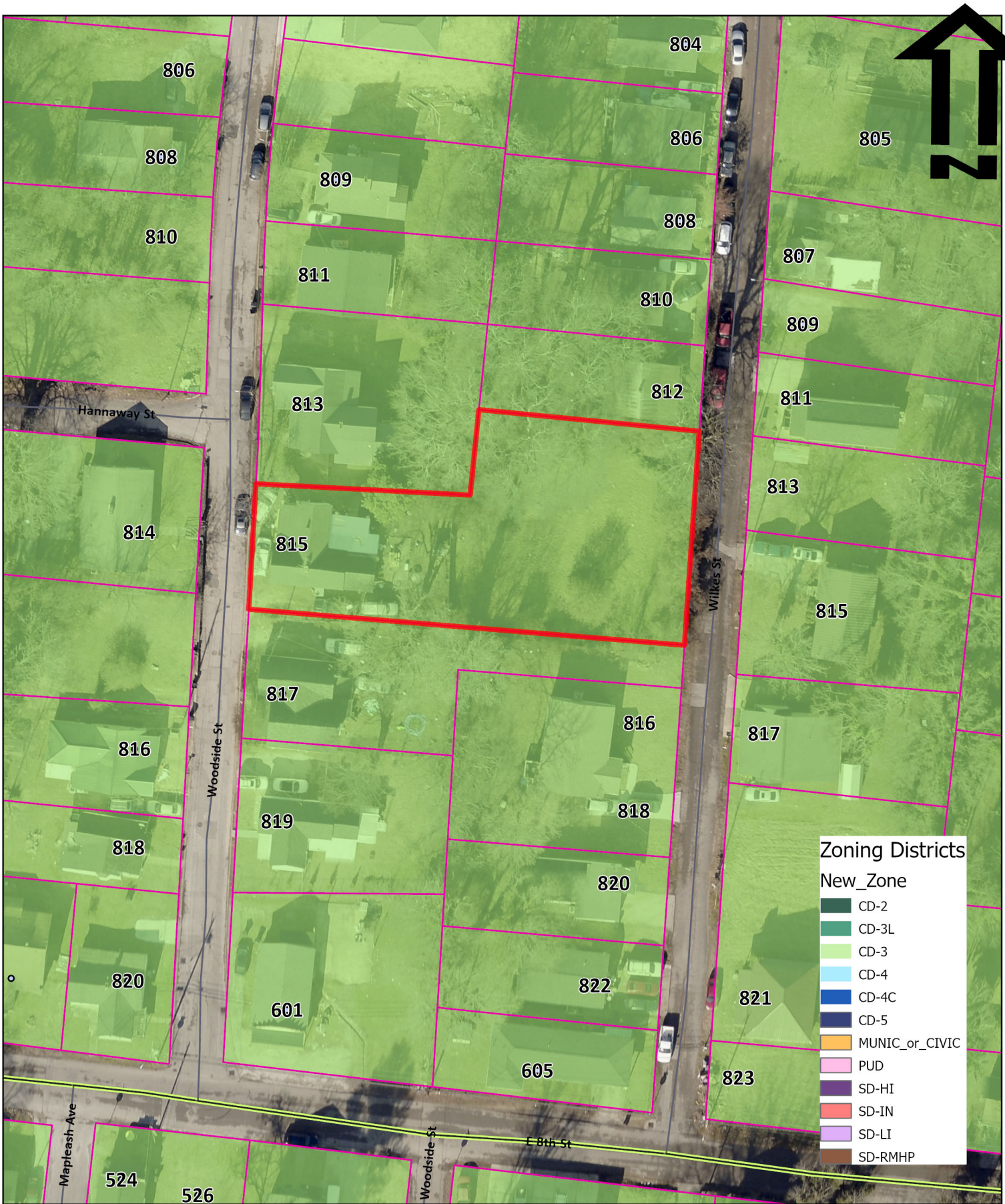
EXHIBIT A  
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF MAURY,  
STATE OF TENNESSEE; HOUSE AND LOT SITUATED IN THE 9TH CIVIL DISTRICT OF  
MAURY COUNTY, TENNESSEE, THE 3RD WARD OF THE CITY OF COLUMBIA BOUNDED ON  
THE NORTH BY MCMEEN AND ALINE STREET, ON THE EAST BY WILKES STREET; IN THE  
SOUTH BY D.E. GREEN, AND ON THE EAST BY BEASLEY AND WOODSIDE STREET.

TAX ID NUMBER: 099A-G-032.00-000

PROPERTY COMMONLY KNOWN AS: 815 WOODSIDE STREET, COLUMBIA, TN 38401





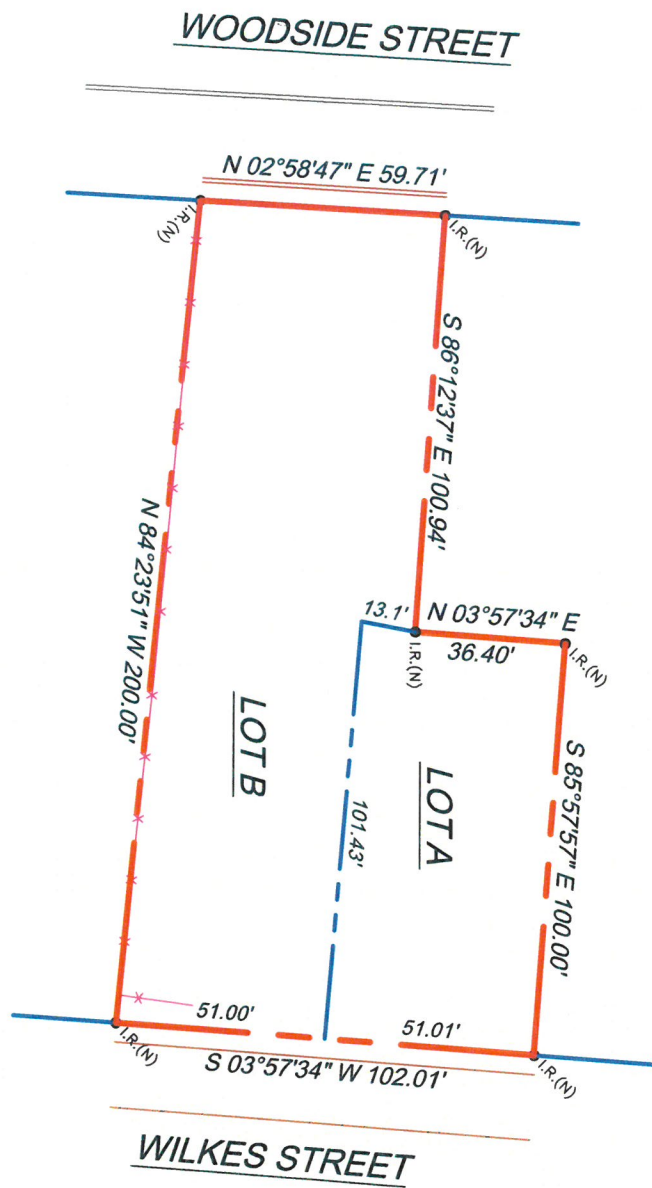
Ord.No. 4506-Exh.B  
 815 Woodside Street

City of Columbia  
 Development Services  
 700 N. Garden Street  
 Columbia, TN 38401

CITY OF COLUMBIA







**RICHARD WOODSON**  
 815 Woodside Street  
 Columbia, TN  
 2/19/24  
 1"=30'  
 21-007

## 815 Woodside Rezoning

|                |                         |               |               |
|----------------|-------------------------|---------------|---------------|
| Project #:     | 24-0095                 | Location:     | Map 99A G 32  |
| Applicant:     | Richard Woodson         | Case Type(s): | Rezoning      |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Single Family |

### PROJECT SUMMARY

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The applicant requests rezoning of a 0.39-acres lot on Woodside Street from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The current CD-3 zoning permits detached houses and some duplexes at four density units per acre. The requested CD-4 zoning permits a mix of uses and structure types, including townhomes, at twelve density units per acre.

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The applicant has provided a concept plan depicting division of the property into two lots.
- Subsequent development and division of the property will require additional reviews.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



## SITE INFORMATION

| CURRENT ZONING | EXISTING USE | EXISTING IMP. | LAND AREA |
|----------------|--------------|---------------|-----------|
| CD-3           | Residential  | House         | +/- 0.39  |



FUTURE LAND USE MAP



ZONING MAP



| SITE CONTEXT/ADJACENT PROPERTIES |                           |        |               |
|----------------------------------|---------------------------|--------|---------------|
|                                  | Future Land Use           | Zoning | Current Use   |
| Subject Property                 | City Center Urban Village | CD-3   | Single Family |
| North                            | City Center Urban Village | CD-3   | Single Family |
| South                            | City Center Urban Village | CD-3   | Single Family |
| East                             | City Center Urban Village | CD-3   | Single Family |
| West                             | City Center Urban Village | CD-3   | Single Family |

## CONSISTENCY WITH CONNECT COLUMBIA

**City Center Urban Village:** The requested rezoning is consistent with the future land use map. The future land use of the subject site is City Center & Urban Village (CCUV). The CCUV future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.



#### Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



#### Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

#### Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

#### Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)  
 General Urban CD-4  
 Urban Center CD-5  
 General Urban-Corridor CD-4C (only along Arterial roadways)  
 Urban Center - Corridor CD-5C (only along Arterial roadways)\*  
 Mixed Use PUD PUD-MU  
 Civic CV

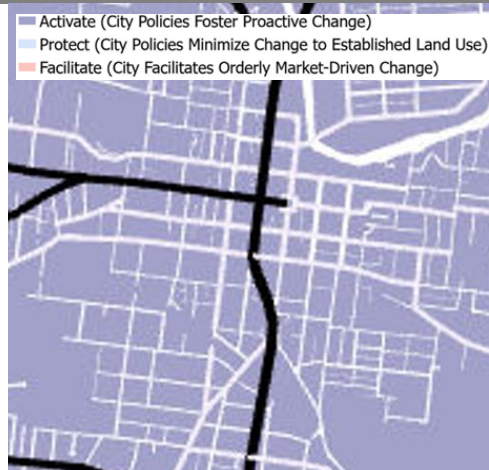
#### Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses  
 Density (density units per acre):  $\geq 12$  du/ac  
 Building Height: 1-5 stories  
 Open Space Elements: Civic Spaces, Parks & Greenways



## AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



## CONFORMITY WITH ZONING ORDINANCE

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As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to subdivide the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-D.**
  - The plan depicts the division of the property, which spans the block between Wilkes Street and Woodside Street into two lots.
    - The existing home, enfronting Woodside Street, is depicted on Lot B.
    - The remainder of the property is depicted on Lot A.
  - One of the lots shown in the concept does not conform to the standards of the Zoning Ordinance. Specifically, Lot B would create a “through lot” which is prohibited by § 4.3.3.D of the Zoning Ordinance (p. 190).
  - There are at least two possible alternatives which would create conforming CD-4 lots.
    - Presuming the property measurements shown in the concept are correct, there is sufficient frontage to create two lots enfronting Wilkes Street. This would produce three total lots, each with a front, a back, and two sides.
    - Alternatively, the existing lot could be divided with a line parallel to the streets, creating a total of two lots each with a front, a back, and two sides. In this scenario, the lot enfronting Wilkes Street would be ± 102.01-feet wide while the lot enfronting Woodside Street would be ± 59.71-feet wide.
  - Regardless of which option the property owner chooses, the concept plan does indicate that it is possible to divide the property into conforming CD-4 lots.



- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**
  - If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.
    - Lots – Planning & Zoning will ensure that lots conform to the dimensional standards of the Ordinance at the time of subdivision.
    - Buildings – Staff will evaluate any proposed structures for zoning compliance as part of the building permit review.

## REVIEW PROCESS

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The Development Review Committee evaluated the proposed rezoning at its March 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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The DRC reviewed this proposal at its March 2024 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at § **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Due to the small scale of the request, the applicant could not obtain a standard water availability letter. Planning directed the applicant to obtain written confirmation from the Office of Fire Marshal and CPWS's consultant that sufficient water is available to serve the property for domestic use and fire protection. The applicant provided this information at resubmittal.
- Planning directed the applicant to obtain a Will-Serve Letter from the Columbia Wastewater Department. The applicant provided this information at resubmittal.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested CD-4 zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-4 (General Urban) character district implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourages beneficial changes to the land use pattern in the area.

**The CD-4 design standards are more prescriptive than the current CD-3 standards.** The Zoning Ordinance contains highly prescriptive design standards which provide an improved built environment over time. Single family homes in exclusively residential zoning districts are exempt from most of these standards. However, design standards apply to all structure types in mixed-use zones, beginning with CD-4. As the first property on the block to rezone into consistency with the future land use map, the property owner, or any subsequent purchaser, should be on notice that new structures on the property will be subject to more onerous standards.

**Any division of the property must conform to the standards of the Ordinance and Subdivision Regulations.** Rezoning amends the regulatory map and determines which section of the Ordinance applies to the site. Zoning map amendments do not approve any specific plan of development. The applicant provided a concept plan for the rezoning which indicates the parcel is of sufficient size to create more than one conforming CD-4 lot. Subdivision of the property will require a plat prepared by a registered land surveyor. If the applicant succeeds in rezoning the property, additional applications prepared with the aid of qualified professionals will be necessary to accomplish the goal of subdividing the property.

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## SAMPLE MOTIONS

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### **Approve:**

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

### **Deny:**

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

### **Defer:**

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

---

**AGENDA ITEM TITLE:**

PUBLIC HEARING ON ORDINANCE NO. 4507 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 75 PARCEL 11.17, LOCATED OFF BAKER ROAD, FROM PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) AND CD-2 (RURAL CHARACTER DISTRICT) - WARD 5

**RECOMMENDATION:** Conduct the Public Hearing.

**INFORMATION:** The applicant is requesting to revoke the Planned Unit Development overlay on the aforementioned property and rezone to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District). The CD-2 zoning is consistent with the new Hillsides and Natural Spaces future land use designation in the updated Connect Columbia plan that was adopted in 2024. CD-3L (Neighborhood Large Lot Character District) has the minimum lot width of 100'. The concept reflects 65 lots which is a reduction from the previously approved Colter Place PUD Master Plan which showed 144 lots. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** None.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 75 PARCEL 11.17, LOCATED OFF BAKER ROAD, FROM PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) AND CD-2 (RURAL CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from PUD-R (Planned Unit Development - Residential District) to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District).

Section 2: Said property to be rezoned, being Tax Map 75 Parcel 11.17, located off Baker Road, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit “A”, which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from PUD-R (Planned Unit Development - Residential District) to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District) is attached hereto, identified as Exhibit “B” and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of April, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:



- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;
- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of June, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

CD-3L PROJECT AREA LEGAL DESCRIPTION

BEGINNING at the southeast corner of Map 75 Parcel 11.17 at the Iron Pin Original (O):

THENCE FROM THE POINT OF BEGINNING OF THE CD-3L PROJECT AREA RUNNING NORTH 17 DEGREES 57 MINUTES 23 SECONDS EAST – 111.26 FEET;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 137.58 FEET;

THENCE NORTH 21 DEGREES 01 MINUTES 18 SECONDS EAST – 89.70 FEET;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 139.52 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 10 DEGREES 35 MINUTES 37 SECONDS EAST – 52.81 FEET; THENCE NORTH 4 DEGREES 00 MINUTES 03 SECONDS EAST – 151.03 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 37 SECONDS EAST – 25.20 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 36 DEGREES 29 MINUTES 31 SECONDS EAST – 31.31 FEET;

THENCE NORTH 75 DEGREES 15 MINUTES 50 SECONDS EAST – 85.93 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 64 DEGREES 12 MINUTES 19 SECONDS EAST – 59.46 FEET; THENCE NORTH 53 DEGREES 08 MINUTES 47 SECONDS EAST – 297.44 FEET;

THENCE NORTH 36 DEGREES 51 MINUTES 13 SECONDS WEST – 481.40 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 52 DEGREES 19 MINUTES 24 SECONDS WEST – 82.69 FEET; THENCE NORTH 67 DEGREES 47 MINUTES 36 SECONDS WEST – 130.98 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 230.76 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 40 DEGREES 23 MINUTES 22 SECONDS EAST – 133.57 FEET; THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 27.60 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND

HAVING A RADIUS OF 25.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 12 DEGREES 16 MINUTES 10 SECONDS EAST – 35.35 FEET;

THENCE NORTH 32 DEGREES 43 MINUTES 52 SECONDS WEST – 43.03 FEET;

THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 65.00 FEET;

THENCE NORTH 31 DEGREES 25 MINUTES 42 SECONDS WEST – 64.68 FEET; THENCE NORTH 24 DEGREES 06 MINUTES 28 SECONDS WEST – 163.86 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 153.47 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 24 DEGREES 06 MINUTES 40 SECONDS WEST – 11.99 FEET;

THENCE SOUTH 47 DEGREES 52 MINUTES 03 SECONDS WEST – 176.87 FEET;

THENCE NORTH 45 DEGREES 13 MINUTES 51 SECONDS WEST – 198.65 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 230.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS SOUTH 33 DEGREES 59 MINUTES 27 SECONDS WEST – 76.66 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 108.93 FEET;

THENCE NORTH 65 DEGREES 36 MINUTES 11 SECONDS WEST – 139.00 FEET;

THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 154.67 FEET;

THENCE SOUTH 6 DEGREES 21 MINUTES 09 SECONDS WEST – 47.68 FEET; THENCE SOUTH 6 DEGREES 21 MINUTES 09 SECONDS WEST – 431.63 FEET; THENCE SOUTH 6 DEGREES 03 MINUTES 29 SECONDS WEST – 326.63 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 22 SECONDS WEST – 191.31 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 00 SECONDS WEST – 164.99 FEET;

THENCE SOUTH 86 DEGREES 35 MINUTES 42 SECONDS EAST – 242.69 FEET;

THENCE SOUTH 4 DEGREES 31 MINUTES 45 SECONDS WEST – 108.02 FEET;

THENCE SOUTH 68 DEGREES 58 MINUTES 53 SECONDS EAST – 376.68 FEET; THENCE SOUTH 68 DEGREES 58 MINUTES 53 SECONDS EAST – 218.40 FEET;

THENCE NORTH 21 DEGREEES 01 MINUTES 07 SECONDS EAST – 13.43 FEET;

THENCE SOUTH 68 DEGREES 59 MINUTES 54 SECONDS EAST – 55.23 FEET; THENCE SOUTH 68 DEGREES 58 MINUTES 41 SECONDS EAST – 282.53 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 1,148,044.3 SQFT (26.4 AC).

## CD-2 PROJECT AREA LEGAL DESCRIPTION

BEGINNING at the southeast corner of Map 75 Parcel 11.17 at the Iron Pin Original (O);

THENCE RUNNING NORTH 17 DEGREES 57 MINUTES 23 SECONDS EAST – 111.26 FEET TO THE POINT OF BEGINNING OF THE CD-2 PROJECT AREA;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 137.58 FEET;

THENCE NORTH 21 DEGREES 01 MINUTES 18 SECONDS EAST – 89.70 FEET;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 139.52 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 10 DEGREES 35 MINUTES 37 SECONDS EAST – 52.81 FEET; THENCE NORTH 4 DEGREES 00 MINUTES 03 SECONDS EAST – 151.03 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 37 SECONDS EAST – 25.20 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 36 DEGREES 29 MINUTES 31 SECONDS EAST – 31.31 FEET;

THENCE NORTH 75 DEGREES 15 MINUTES 50 SECONDS EAST – 85.93 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 64 DEGREES 12 MINUTES 19 SECONDS EAST – 59.46 FEET; THENCE NORTH 53 DEGREES 08 MINUTES 47 SECONDS EAST – 297.44 FEET;

THENCE NORTH 36 DEGREES 51 MINUTES 13 SECONDS WEST – 481.40 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 52 DEGREES 19 MINUTES 24 SECONDS WEST – 82.69 FEET; THENCE NORTH 67 DEGREES 47 MINUTES 36 SECONDS WEST – 130.98 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 230.76 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 40 DEGREES 23 MINUTES 22 SECONDS EAST – 133.57 FEET; THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 27.60 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND

HAVING A RADIUS OF 25.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 12 DEGREES 16 MINUTES 10 SECONDS EAST – 35.35 FEET;

THENCE NORTH 32 DEGREES 43 MINUTES 52 SECONDS WEST – 43.03 FEET;

THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 65.00 FEET;

THENCE NORTH 31 DEGREES 25 MINUTES 42 SECONDS WEST – 64.68 FEET; THENCE NORTH 24 DEGREES 06 MINUTES 28 SECONDS WEST – 163.86 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 153.47 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 24 DEGREES 06 MINUTES 40 SECONDS WEST – 11.99 FEET;

THENCE SOUTH 47 DEGREES 52 MINUTES 03 SECONDS WEST – 176.87 FEET;

THENCE NORTH 45 DEGREES 13 MINUTES 51 SECONDS WEST – 198.65 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 230.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS SOUTH 33 DEGREES 59 MINUTES 27 SECONDS WEST – 76.66 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 108.93 FEET;

THENCE NORTH 65 DEGREES 36 MINUTES 11 SECONDS WEST – 139.00 FEET;

THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 154.67 FEET;

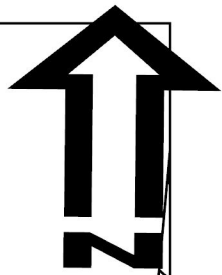
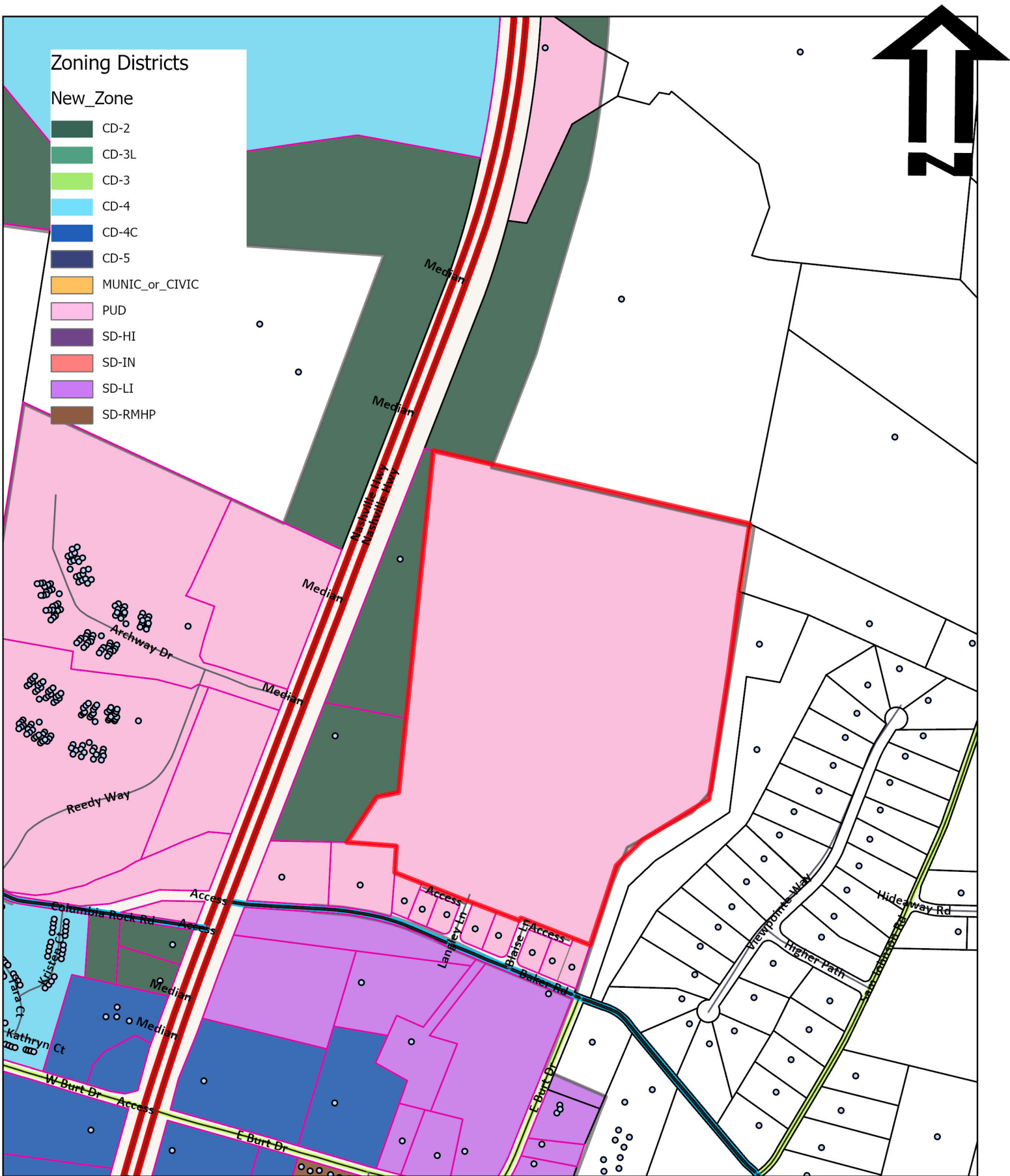
THENCE NORTH 6 DEGREES 13 MINUTES 53 SECONDS EAST – 732.08 FEET;

THENCE SOUTH 77 DEGREES 08 MINUTES 34 SECONDS EAST – 846.13 FEET; THENCE SOUTH 76 DEGREES 53 MINUTES 33 SECONDS EAST – 567.82 FEET;

THENCE SOUTH 8 DEGREES 06 MINUTES 53 SECONDS WEST – 318.29 FEET; THENCE SOUTH 9 DEGREES 59 MINUTES 35 SECONDS WEST – 238.15 FEET; THENCE SOUTH 6 DEGREES 46 MINUTES 54 SECONDS WEST – 132.93 FEET; THENCE SOUTH 6 DEGREES 54 MINUTES 55 SECONDS WEST – 525.79 FEET; THENCE SOUTH 54 DEGREES 38 MINUTES 46 SECONDS WEST – 478.78 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 46 SECONDS WEST – 92.99 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 23 SECONDS WEST – 217.09 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 1,353,935.7 SQFT (31.08 AC).





Ord. No. 4507 - Exh. B  
 Baker Road  
 Tax Map 75 Parcel 11.17

City of Columbia  
 Development Services  
 700 N. Garden Street  
 Columbia, TN 38401





# REZONE PLAN FOR BAKER ROAD DEVELOPMENT

Property Information:

Columbia / Maury County, Tennessee  
Total Acres: 57.43 ACRES +/-

Owner / Developer:

Muletown Homes LLC.

Civil Engineer:

TKC ARCHITECTURE AND ENGINEERING LLC  
Cole Newton  
cole@tkc-ae.com  
615.617.7477  
www.tkc-ae.com

Surveyor:

WES ENGINEERS & SURVEYORS  
Allen B. O'Leary B.  
2486 Nashville Highway  
Columbia, TN 38401  
931.3882329

Topographic Boundary Survey, including property lines, legal description, existing utilities, site topography with spot elevations, outstanding physical features and existing structure locations was provided by the WES ENGINEERS & SURVEYORS. TKC ARCHITECTURE AND ENGINEERING and its associates will not be held responsible for its accuracy or for design errors or emissions resulting from potential survey inaccuracies.

Contractor to contact civil engineer with any discrepancies with these drawings and actual field conditions.

Utility Providers:

Water - Columbia Power & Water Systems (CPWS)  
Wastewater - Columbia Power & Water Systems (CPWS)  
Electric - Columbia Power & Water Systems (CPWS)



LOCATION MAP

| Total Site Data        |                                               |
|------------------------|-----------------------------------------------|
|                        | PROVIDED                                      |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                                  |
| EXISTING ZONING        | PUD-R                                         |
| PROPOSED ZONING        | REZONE TO CD-3L (26.82 AC) & CD-2 (30.61 AC)  |
| LOT WIDTH              | CD-3L: 100 FT. (MIN.)<br>CD-2: 125 FT. (MIN.) |
| TREE SAVE AREA         | 10.07 AC > 8.38 AC (REQUIRED)                 |
| SINGLE FAMILY          | 24.3 AC                                       |
| TOTAL OPEN SPACE       | 21.42 AC                                      |
| TOTAL CIVIC SPACE      | 2.87 AC (5.0% OF GROSS ACREAGE)               |
| RIGHT OF WAY           | 8.7 AC                                        |
| TOTAL LOTS             | 65                                            |
| CD-3L DENSITY          | 1.45 UNITS / AC                               |
| CD-2 DENSITY           | 0.85 UNITS / AC                               |

Sheet Schedule

- |         |                                                |
|---------|------------------------------------------------|
| C - 0.0 | Cover Sheet                                    |
| C - 1.0 | Existing Conditions                            |
| C - 2.0 | Preliminary Concept Plan                       |
| C - 2.1 | Preliminary Concept Plan (With Contours)       |
| C - 2.2 | Preliminary Tree Preservation Plan             |
| C - 2.3 | Preliminary Civic Space & Pedestrian Shed Plan |

## COLUMBIA / MAURY COUNTY, TN

### MAP 75 PARCEL 11.17

| Revision |      |             |
|----------|------|-------------|
| No.      | Date | Description |
|          |      |             |
|          |      |             |
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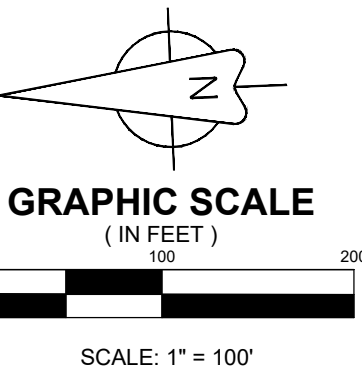
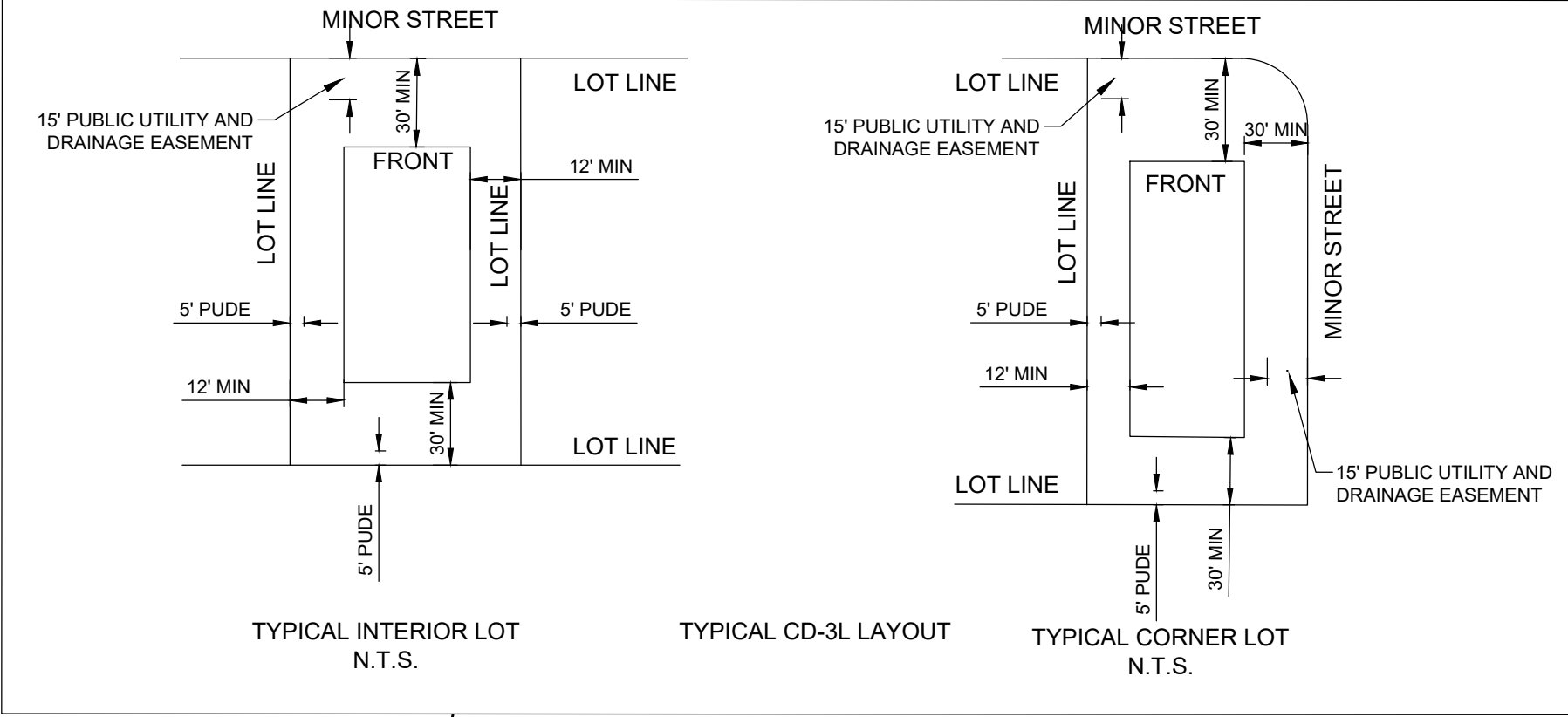
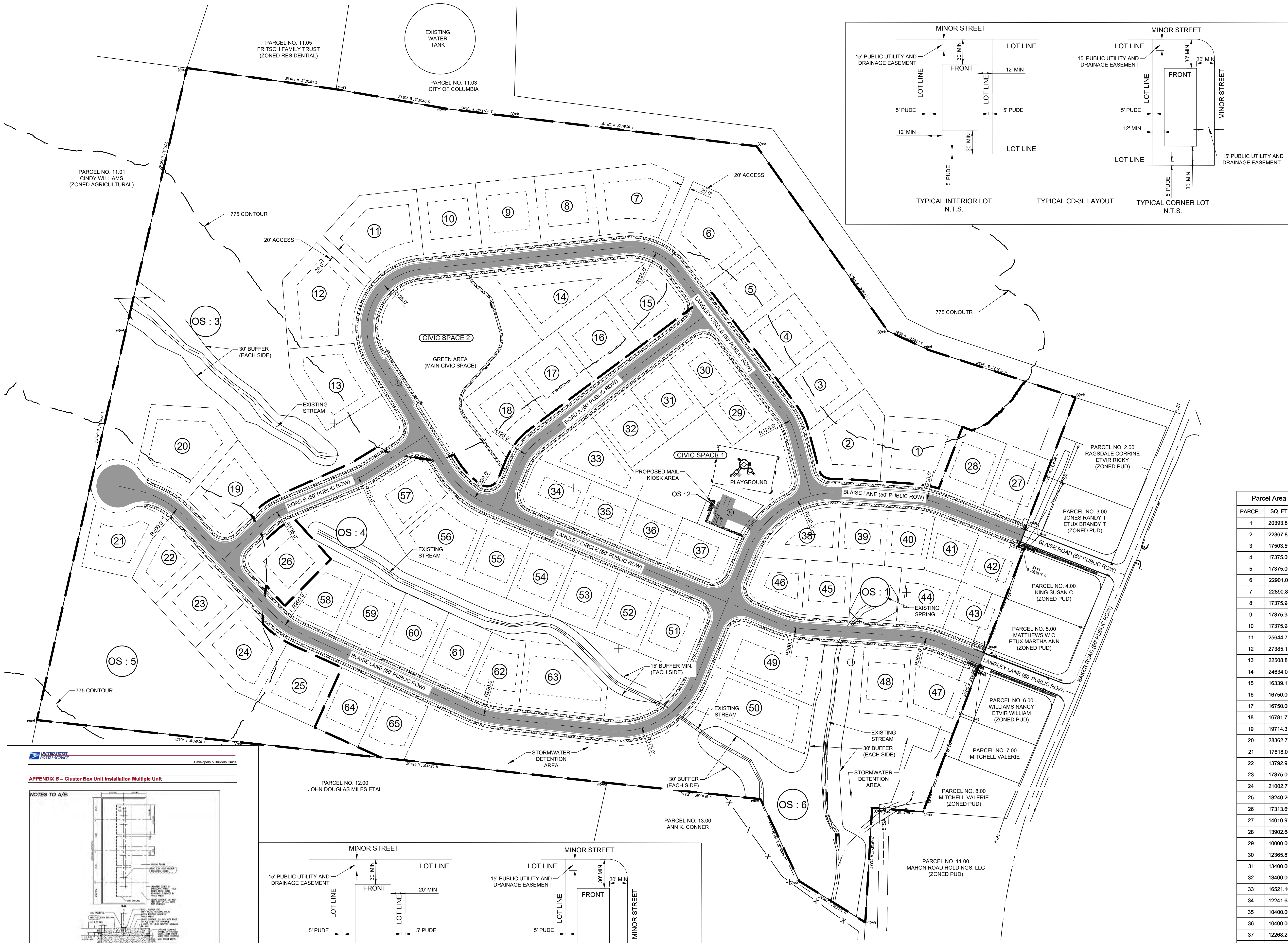
PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

NOT FOR CONSTRUCTION









LEGEND

|     |                         |
|-----|-------------------------|
| --- | PROPERTY LINE           |
| --- | 775 CONTOUR             |
| --- | CD-2 BOUNDS (30.61 AC)  |
| --- | CD-3L BOUNDS (26.82 AC) |

| Total Site Data        |                                               |
|------------------------|-----------------------------------------------|
| PROVIDED               |                                               |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                                  |
| EXISTING ZONING        | PUD                                           |
| PROPOSED ZONING        | REZONE TO CD-3L (26.82 AC) & CD-2 (30.61 AC)  |
| LOT WIDTH              | CD-3L: 100 FT. (MIN.)<br>CD-2: 125 FT. (MIN.) |
| TREE SAVE AREA         | 10.07 AC > 8.38 AC (REQUIRED)                 |
| SINGLE-FAMILY          | 24.3 AC                                       |
| TOTAL OPEN SPACE       | 21.42 AC                                      |
| TOTAL CIVIC SPACE      | 2.87 AC (5.0% OF GROSS ACREAGE)               |
| RIGHT OF WAY           | 8.7 AC                                        |
| TOTAL LOTS             | 65                                            |
| CD-3L DENSITY          | 1.45 UNITS / AC                               |
| CD-2 DENSITY           | 0.85 UNITS / AC                               |

- NOTES:
- SEE SHEET C-2.1 FOR THE TYPICAL SECTION.
  - OS-5 TO BE 10.07 ACRES OF TREE SAVE AREA WHICH IS GREATER THAN THE 8.38 ACRES REQUIRED SEE SHEET C-2.2
  - CIVIC SPACE 1 TO BE PLAYGROUND, GREEN AREA (CIVIC SPACE)
  - CIVIC SPACE 2 TO BE GREEN AREA (MAIN CIVIC SPACE)
  - OS-9 TO BE MAIL KIOSK AREA
  - LOTS 1 - 26 - CD-2 ZONING (MIN. 125 FT WIDTH)
  - LOTS 27 - 65 - CD-3L ZONING (MIN. 100 FT WIDTH)

| Parcel Area Table |          |       |
|-------------------|----------|-------|
| PARCEL            | SQ. FT.  | ACRES |
| 1                 | 20393.85 | 0.47  |
| 2                 | 22367.85 | 0.51  |
| 3                 | 17503.59 | 0.40  |
| 4                 | 17375.00 | 0.40  |
| 5                 | 17375.00 | 0.40  |
| 6                 | 22901.01 | 0.53  |
| 7                 | 22890.81 | 0.53  |
| 8                 | 17375.98 | 0.40  |
| 9                 | 17375.98 | 0.40  |
| 10                | 17375.98 | 0.40  |
| 11                | 25644.75 | 0.59  |
| 12                | 27385.17 | 0.63  |
| 13                | 22508.87 | 0.52  |
| 14                | 24634.04 | 0.57  |
| 15                | 16339.13 | 0.38  |
| 16                | 16750.00 | 0.38  |
| 17                | 16750.00 | 0.38  |
| 18                | 16781.77 | 0.39  |
| 19                | 19714.33 | 0.45  |
| 20                | 28362.77 | 0.65  |
| 21                | 17618.01 | 0.40  |
| 22                | 13792.93 | 0.32  |
| 23                | 17375.00 | 0.40  |
| 24                | 21002.76 | 0.48  |
| 25                | 18240.20 | 0.42  |
| 26                | 17313.69 | 0.40  |
| 27                | 14010.97 | 0.32  |
| 28                | 13902.64 | 0.32  |
| 29                | 10000.00 | 0.23  |
| 30                | 12365.87 | 0.28  |
| 31                | 13400.00 | 0.31  |
| 32                | 13400.00 | 0.31  |
| 33                | 16521.16 | 0.38  |
| 34                | 12241.64 | 0.28  |
| 35                | 10400.00 | 0.24  |
| 36                | 10400.00 | 0.24  |
| 37                | 12268.23 | 0.28  |
| 38                | 13805.04 | 0.32  |
| 39                | 11630.32 | 0.27  |
| 40                | 10834.68 | 0.25  |

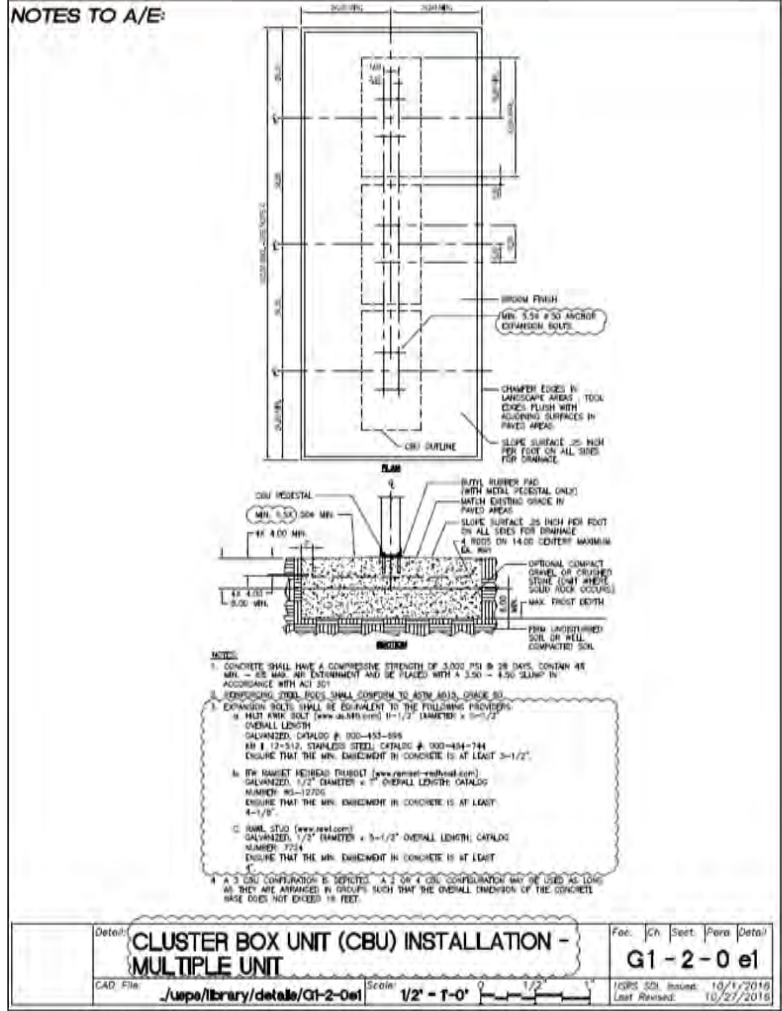
| Parcel Area Table |          |       |
|-------------------|----------|-------|
| PARCEL            | SQ. FT.  | ACRES |
| 41                | 9946.94  | 0.23  |
| 42                | 10692.37 | 0.25  |
| 43                | 10669.76 | 0.24  |
| 44                | 12571.20 | 0.29  |
| 45                | 11557.56 | 0.27  |
| 46                | 10974.38 | 0.25  |
| 47                | 17596.85 | 0.40  |
| 48                | 13900.00 | 0.32  |
| 49                | 23108.48 | 0.53  |
| 50                | 23373.47 | 0.54  |
| 51                | 14480.87 | 0.33  |
| 52                | 13900.00 | 0.32  |
| 53                | 13900.00 | 0.32  |
| 54                | 13900.00 | 0.32  |
| 55                | 13900.00 | 0.32  |
| 56                | 19877.70 | 0.46  |
| 57                | 14966.11 | 0.34  |
| 58                | 13625.70 | 0.31  |
| 59                | 13900.00 | 0.32  |
| 60                | 13900.00 | 0.32  |
| 61                | 13900.20 | 0.32  |
| 62                | 13474.56 | 0.31  |
| 63                | 21540.87 | 0.49  |
| 64                | 13900.00 | 0.32  |
| 65                | 13565.26 | 0.31  |

| OPEN SPACE TABLE |           |       |
|------------------|-----------|-------|
| PARCEL           | SQ. FT.   | ACRES |
| 1                | 11731.70  | 0.27  |
| 2                | 8845.36   | 0.20  |
| 3                | 532728.86 | 12.23 |
| 4                | 75541.32  | 1.73  |
| 5                | 120118.31 | 2.76  |
| 6                | 193082.14 | 4.43  |

| Parcel Area Table |          |       |
|-------------------|----------|-------|
| PARCEL            | SQ. FT.  | ACRES |
| CIVIC SPACE 1     | 46319.71 | 1.06  |
| CIVIC SPACE 2     | 78855.74 | 1.81  |

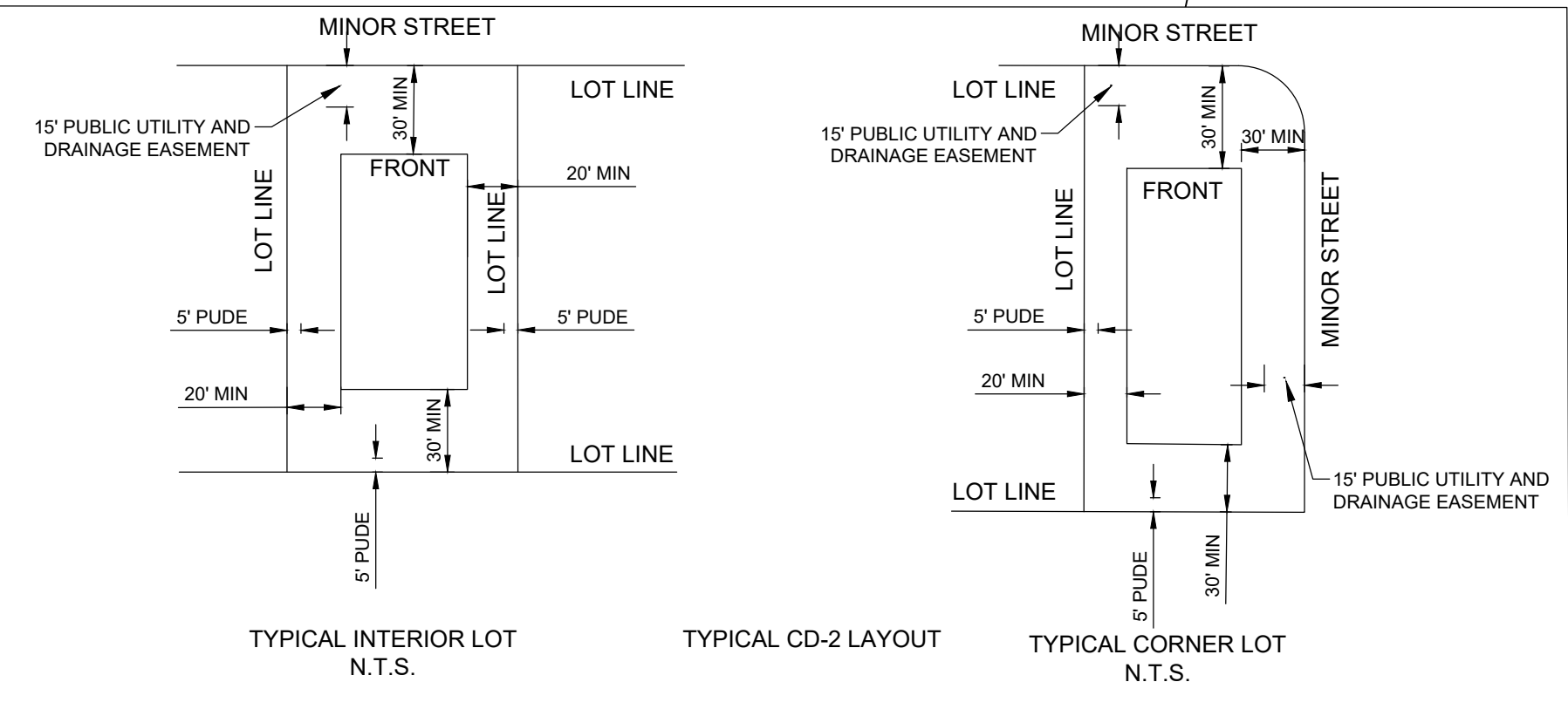
Developers & Builders Guide

APPENDIX B - Cluster Box Unit Installation Multiple Unit



PARCEL NO. 12.00  
JOHN DOUGLAS MILES ETAL

PARCEL NO. 13.00  
ANN K. CONNER



CONSULTANTS:

BAKER ROAD  
DEVELOPMENT

Columbia, Maury County  
Parcel 1117, Tax Map 75

PRELIMINARY  
DRAWINGS

| Revision |      |             |
|----------|------|-------------|
| No.      | Date | Description |
|          |      |             |
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PRELIMINARY CONCEPT  
PLAN

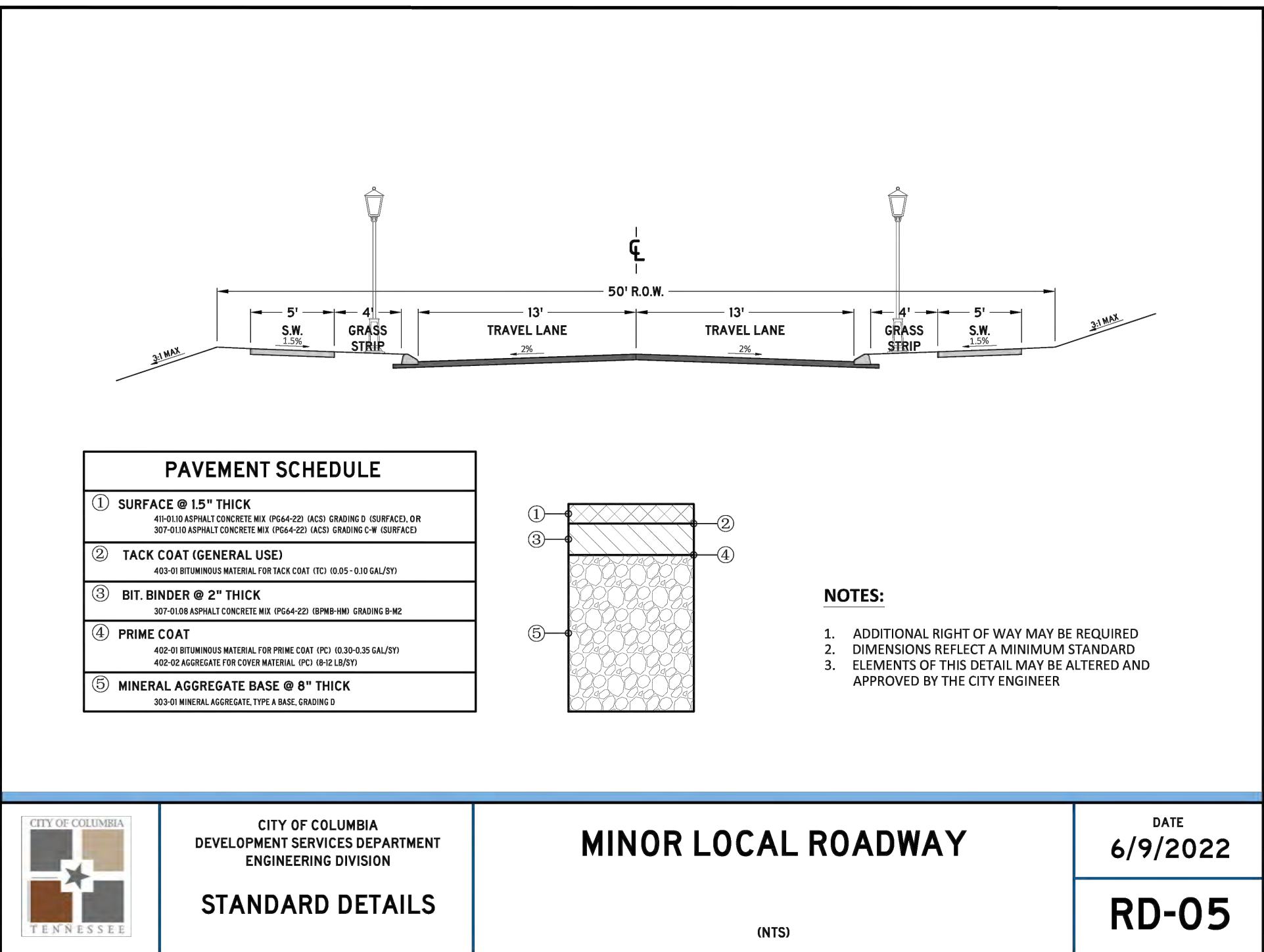
PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:

C - 2.0

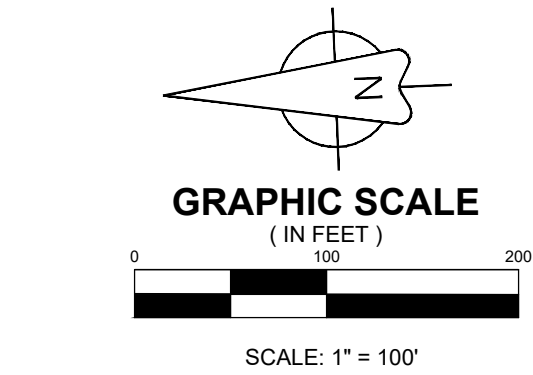
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## C - 2.1





- LEGEND
- PROPERTY LINE
  - - - EXISTING CONTOURS
  - ~~~~~ EXISTING TREE CANOPY COVER 17.45 AC
  - /// TREE SAVE AREA 10.07 AC

| Total Site Data        |                                               |
|------------------------|-----------------------------------------------|
|                        | PROVIDED                                      |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                                  |
| EXISTING ZONING        | PUD                                           |
| PROPOSED ZONING        | REZONE TO CD-3L (26.82 AC) & CD-2 (30.61 AC)  |
| LOT WIDTH              | CD-3L: 100 FT. (MIN.)<br>CD-2: 125 FT. (MIN.) |
| TREE SAVE AREA         | 10.07 AC > 8.38 AC (REQUIRED)                 |
| SINGLE-FAMILY          | 24.3 AC                                       |
| TOTAL OPEN SPACE       | 21.42 AC                                      |
| TOTAL CIVIC SPACE      | 2.87 AC (5.0% OF GROSS ACREAGE)               |
| RIGHT OF WAY           | 8.7 AC                                        |
| TOTAL LOTS             | 65                                            |
| CD-3L DENSITY          | 1.45 UNITS / AC                               |
| CD-2 DENSITY           | 0.85 UNITS / AC                               |

- NOTES:
- SEE SHEET C-2.1 FOR THE TYPICAL SECTION.
  - OS-5 TO BE 10.07 ACRES OF TREE SAVE AREA WHICH IS GREATER THAN THE 8.38 ACRES.
  - CIVIC SPACE 1 TO BE PLAYGROUND, GREEN AREA (CIVIC SPACE)
  - CIVIC SPACE 2 TO BE GREEN AREA (MAIN CIVIC SPACE)
  - OS-9 TO BE MAIL KIOSK AREA
  - LOTS 1 - 26 - CD-2 ZONING (MIN. 125 FT WIDTH)
  - LOTS 27 - 65 - CD-3L ZONING (MIN. 100 FT WIDTH)

CONSULTANTS:

PROJECT TITLE:  
**BAKER ROAD  
DEVELOPMENT**

Columbia, Maury County  
Parcel 11.07, Tax Map 75

PRELIMINARY  
DRAWINGS

| Revision |      |             |
|----------|------|-------------|
| No.      | Date | Description |
|          |      |             |
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SHEET TITLE:  
**PRELIMINARY TREE  
PRESERVATION PLAN**

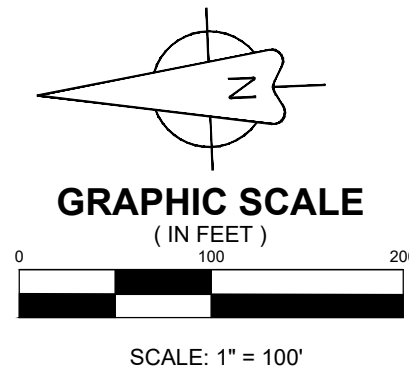
PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:

C - 2.2

NOT FOR CONSTRUCTION





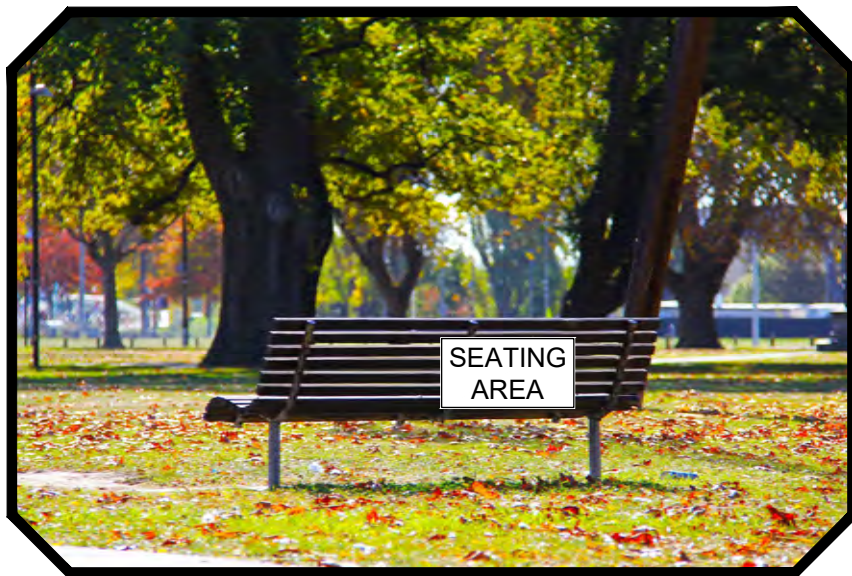
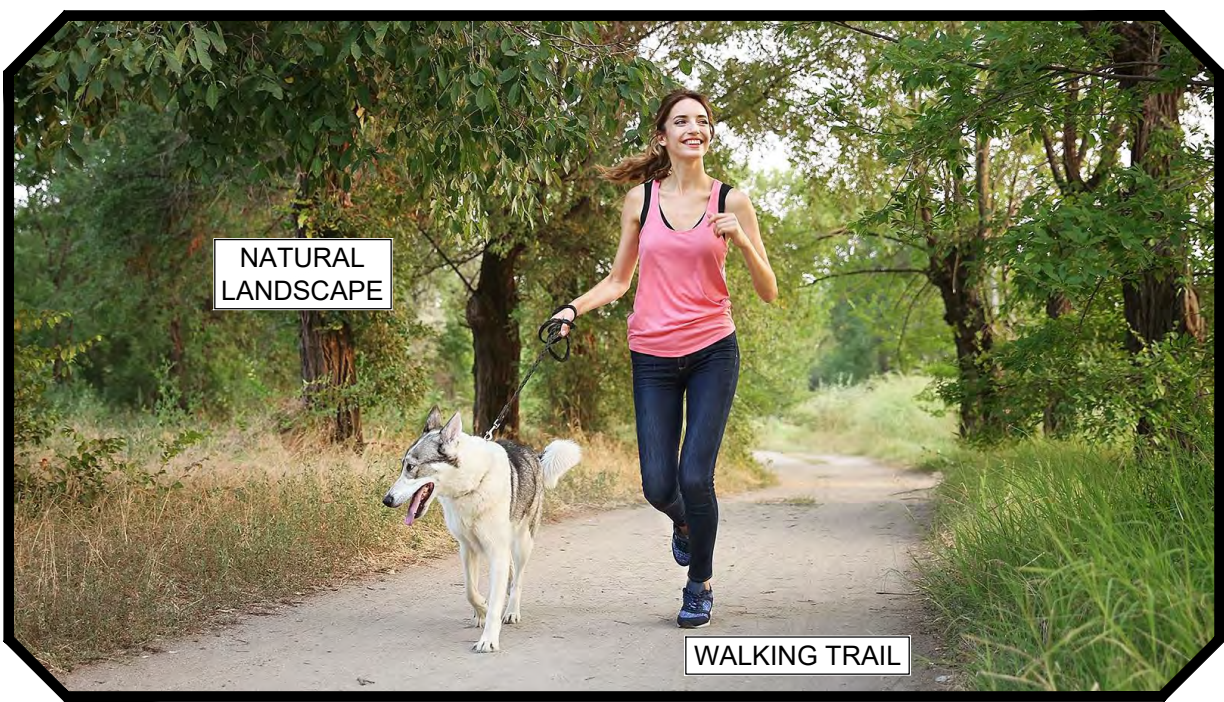
- LEGEND
- PROPERTY LINE
  - 775 CONTOUR
  - CD-2 BOUNDS (30.61 AC)
  - CD-3L BOUNDS (26.82 AC)
  - DISTANCE FROM PLAYGROUND
  - DISTANCE FROM CIVIC SPACE

| Total Site Data        |                                               |
|------------------------|-----------------------------------------------|
| PROVIDED               |                                               |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                                  |
| EXISTING ZONING        | PUD                                           |
| PROPOSED ZONING        | REZONE TO CD-3L (26.82 AC) & CD-2 (30.61 AC)  |
| LOT WIDTH              | CD-3L: 100 FT. (MIN.)<br>CD-2: 125 FT. (MIN.) |
| TREE SAVE AREA         | 10.07 AC > 8.38 AC (REQUIRED)                 |
| SINGLE-FAMILY          | 24.3 AC                                       |
| TOTAL OPEN SPACE       | 21.42 AC                                      |
| TOTAL CIVIC SPACE      | 2.87 AC (5.0% OF GROSS ACREAGE)               |
| RIGHT OF WAY           | 8.7 AC                                        |
| TOTAL LOTS             | 65                                            |
| CD-3L DENSITY          | 1.45 UNITS / AC                               |
| CD-2 DENSITY           | 0.85 UNITS / AC                               |

- NOTES:
- SEE SHEET C-2.1 FOR THE TYPICAL SECTION.
  - OS-5 TO BE 10.07 ACRES OF TREE SAVE AREA WHICH IS GREATER THAN THE 8.38 ACRES REQUIRED SEE SHEET C-2.2.
  - CIVIC SPACE 1 TO BE PLAYGROUND, GREEN AREA (CIVIC SPACE)
  - CIVIC SPACE 2 TO BE GREEN AREA (MAIN CIVIC SPACE)
  - OS-9 TO BE MAIL KIOSK AREA
  - LOTS 1 - 26 - CD-2 ZONING (MIN. 125 FT WIDTH)
  - LOTS 27 - 65 - CD-3L ZONING (MIN. 100 FT WIDTH)

| CIVIC SPACE SUMMARY                               |  |
|---------------------------------------------------|--|
| SITE AREA: 57.43 AC                               |  |
| CIVIC SPACE REQUIRED: 2.87 AC (5% MIN.)           |  |
| CIVIC SPACE PROVIDED: 2.87 AC (5%)                |  |
| CS 1 (1.06 AC) + CS 2 (1.81 AC) = 2.87 AC (TOTAL) |  |

| Parcel Area Table |          |       |
|-------------------|----------|-------|
| PARCEL            | SQ. FT.  | ACRES |
| CIVIC SPACE 1     | 46319.71 | 1.06  |
| CIVIC SPACE 2     | 78855.74 | 1.81  |



NOT FOR CONSTRUCTION

| Revision |      |             |
|----------|------|-------------|
| No.      | Date | Description |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
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PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:



## Baker Road Rezoning

|                |                         |               |                           |
|----------------|-------------------------|---------------|---------------------------|
| Project #:     | 24-0033                 | Location:     | Map 75 Parcel 11.17       |
| Applicant:     | TKC Architects          | Case Type(s): | Rezoning                  |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Single Family Subdivision |

### PROJECT SUMMARY

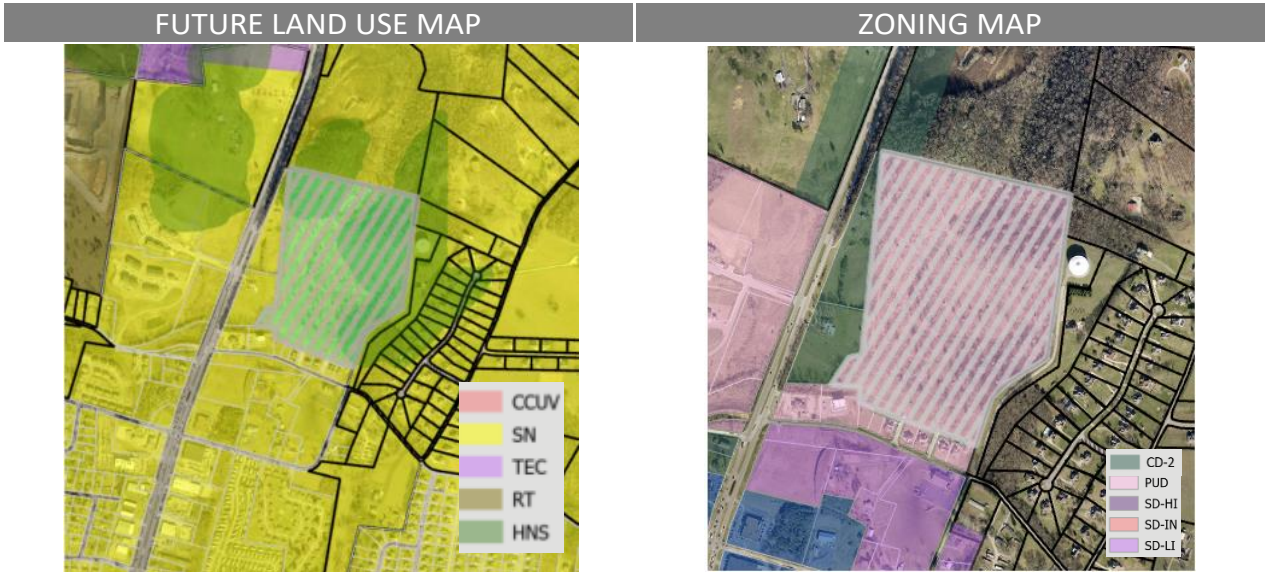
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The applicant requests revocation of a Planned Unit Development (PUD) and rezoning of a 57.43-acre property north of Baker Road. The site is accessed via Blaise Road and Langley Lane. In 2017, the City Council approved a 144-lot Planned Unit Development Master plan for the subject property. The Planning Commission subsequently approved Preliminary Plats for the property in 2017 and 2018. These approvals have expired. The current applicant requests that the Planning Commission recommend revocation of the PUD and rezoning of the property as CD-2 (Rural Character District) and CD-3L (Neighborhood Large Lot Character District). Specifically, the applicant requests that 26.82 acres be zoned CD-3L and 30.61 acres be zoned CD-2.

- The requested zoning is consistent with the Suburban Neighborhoods (SN) and Hillside & Natural Spaces future land use classifications in Connect Columbia.
- The applicant has provided a concept plan depicting development of the property as twenty-six 100-foot wide lots and thirty-nine 125-foot wide single family lots.
- Subsequent development and division of the property will require additional reviews.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

SITE INFORMATION

| CURRENT ZONING | EXISTING USE | EXISTING IMP.                      | LAND AREA |
|----------------|--------------|------------------------------------|-----------|
| RS-10 PUD      | Vacant       | Former Agricultural Acc. Structure | +/- 57.43 |



| SITE CONTEXT/ADJACENT PROPERTIES |                        |                |                  |
|----------------------------------|------------------------|----------------|------------------|
|                                  | Future Land Use        | Zoning         | Current Use      |
| Subject Property                 | Suburban Neighborhoods | PUD            | Vacant           |
| North                            | Suburban Neighborhoods | Unincorporated | Vacant           |
| South                            | Suburban Neighborhoods | PUD            | Single Family    |
| East                             | Suburban Neighborhoods | Unincorporated | Utility Facility |
| West                             | Suburban Neighborhoods | CD-2           | Single Family    |

## CONSISTENCY WITH CONNECT COLUMBIA

The subject property lies within two future land use classifications. Most of the property is within the Suburban Neighborhoods (SN) classification. Portions at an elevation above 775' are designated Hillsides & Natural Spaces (HNS).

**Suburban Neighborhoods:** The requested CD-3L zoning is consistent with Connect Columbia. The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the City Center Urban Village (CCUV) future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools. The future land use classification is usually implemented by the CD-3L and CD-3 character districts, as well as PUDs. CD-4C is also an appropriate zone where the subject property is accessed by an arterial roadway.



#### Character & Intent

The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

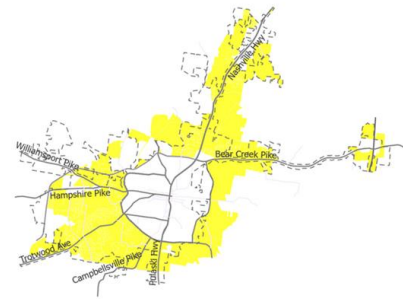
#### Land Use Considerations

The primary land use is low-density detached housing. Along arterial roadways, primary uses may include offices, retail, and all forms of medium-density housing. Secondary land uses include accessory dwellings, two-family homes, civic uses, institutional uses, schools, religious facilities, utility facilities, parks and open space. New industrial and warehouse uses are inappropriate.



#### Form & Pattern

The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land use is distinguished from RT in the organization of lots and thoroughfares to form blocks. Physically separated developments which do not extend established block formation and roadway networks are inappropriate. The density of streets and blocks increases with proximity to CCUV and community anchors. Implementing bulk and design standards loosely delimit the public and domestic realms though the application of layers and front-to-back discipline of lots. Along arterial roadways, commercial corridors of varying intensities emerge over time with a high-quality built environment typified by a mix of building types and a balance between automobile-oriented and pedestrian-oriented design. The physical intensity of development along arterial corridors varies based on the surrounding residential density and the roadway's place in the transportation network. New development should accompany concurrent extension of complete urban services. Parking is provided on-site by private land users, supplemented by on-street spaces.



#### Implementing Districts

Neighborhood-Large Lot CD-3L  
 Neighborhood CD-3  
 General Urban-Corridor CD-4C (only along Arterial roadways)  
 Manufactured Home Park SD-MHP  
 Residential PUD PUD-R  
 Mixed Use PUD PUD-MU  
 Civic CV

#### Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses  
 Density (density units per acre): 4 - 24 du/ac  
 Building Height: 1 - 4 stories  
 Open Space Elements: Civic Spaces, Parks & Greenways



**Hillsides & Natural Spaces:** The Hillsides & Natural Spaces (HNS) future land use classification is comprised of visually impactful and environmentally sensitive areas within Columbia's UGB. The area is characterized by parks, civic spaces, open spaces, and legacy agricultural operations. The intent of the HNS future land use classification is to protect riparian areas, hillsides with elevations greater than 775 feet, and other sensitive lands. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved. The future land use classification is implemented by the CD-2 and Civic character districts, as well as PUDs.



#### Character & Intent

The HillSides & Natural Spaces (HNS) future land use classification is comprised of visually impactful and environmentally sensitive areas within Columbia's UGB. The area is characterized by parks, civic spaces, open spaces, and legacy agricultural operations. The intent of the HNS future land use classification is to protect riparian areas, hillsides with elevations greater than 775 feet, and other sensitive lands. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.



#### Land Use Considerations

Primary land uses are civic uses, conservation, and utility facilities. Secondary land uses include agricultural uses and very-low-density housing.

#### Form & Pattern

Development within the HNS future land use classification is limited and should emphasize the preservation of natural and scenic features. Legacy agricultural sites may be preserved but not expanded. Existing extractive operations will gradually phase out and cease. Future development is limited to park spaces, civic uses, and occasional detached single-family homes. Rolling hills, waterways, floodplains, historic rock outcroppings, and tree cover should be preserved. New development should provide benefits to the general public in the form of preservation, storm water facilities, communications infrastructure, municipal services, or increased access to natural and recreational amenities. Complete urban services may not be available. Where parking is necessary, it is provided on-site and designed to be minimally impactful.

#### Implementing Districts

Rural Character District CD-2  
 Civic CV  
 Residential PUD PUD-R

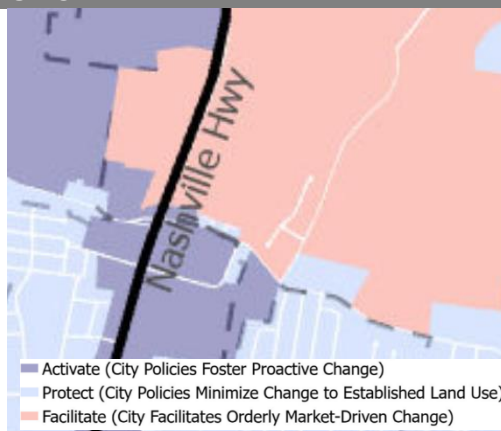
#### Implementing Standards

General Development Pattern: Isolated Uses  
 Density (density units per acre): 1 du/ac  
 Building Height: Residential: 3 stories  
 Other Uses: N/A  
 Open Space Elements: Parks & Greenways



### AREAS OF CHANGE POLICY

Connect Columbia established the Areas of Change Policy designation for the subject site as Facilitate. The classification indicates a basically neutral position to market-driven requests to amend the official zoning map. Change in these areas is market-driven. New and infill development should maintain or improve the level of service for municipal services. City policies facilitate change through a process of public deliberation and high standards for the built environment. (Connect Columbia p. 32).



## CONFORMITY WITH ZONING ORDINANCE

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As required by **§ 8.5.19.F.3** of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

### Lots, Building Sites & Bulk Standards

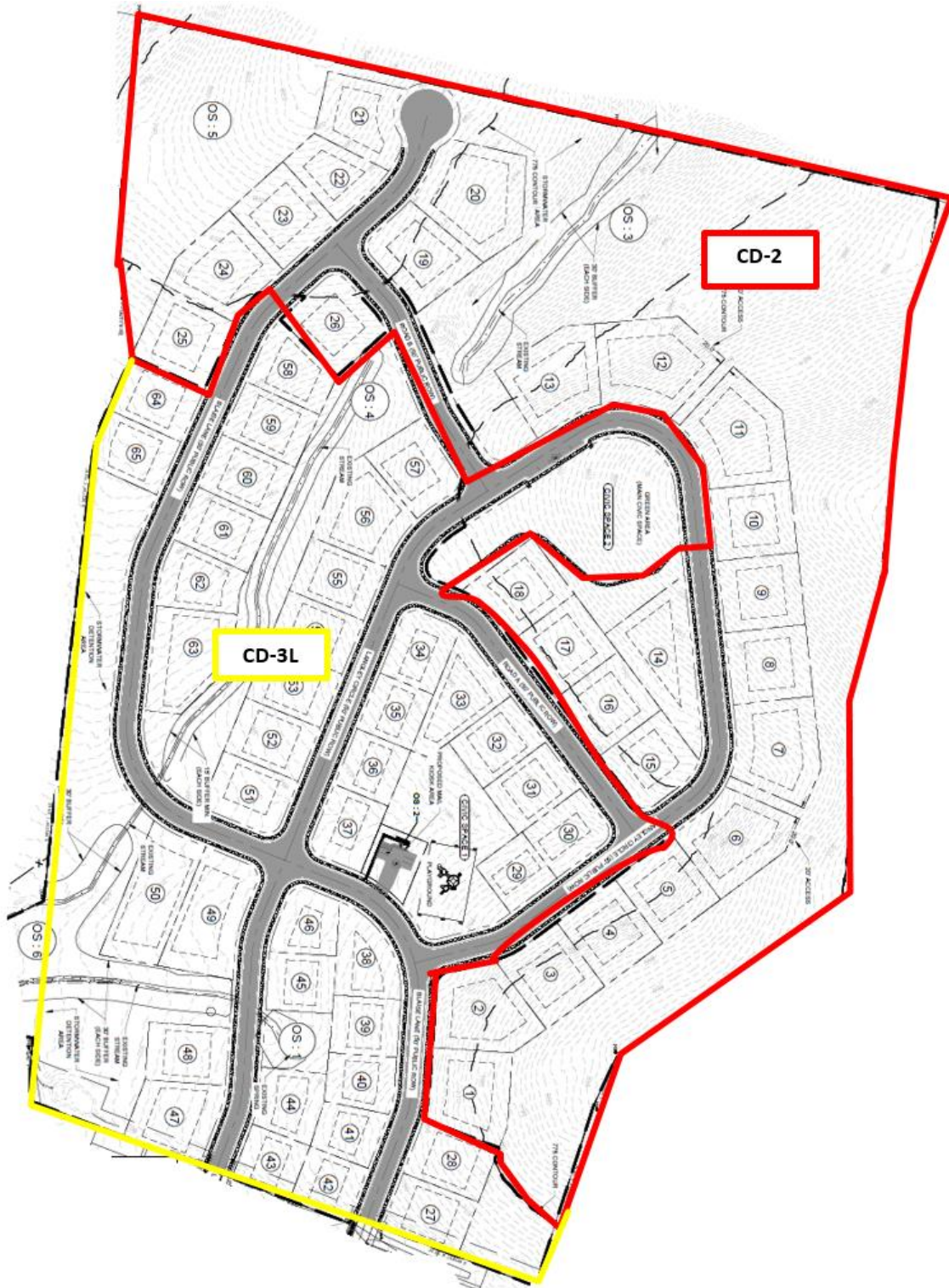
- **The concept demonstrates that it is possible to subdivide the site in conformity with the bulk and design standard of the Ordinance at Tables 4.3.1-A and B.**
  - The concept plan depicts a development with 26.82 acres utilizing CD-3L standards and 30.61 acres utilizing CD-2 standards.
  - The concept includes a total of sixty-five lots:
    - Twenty-six 100-foot wide lots conforming to CD-3L standards; and
    - Thirty-nine 125-foot wide lots conforming to CD-2 standards.

### Tree Preservation

- The concept plan depicts tree preservation required by **§ 4.3.16.L** of the ordinance.
- The current tree canopy, as estimated by the applicant, covers 17.45 acres (30.4%) of the site.
- The concept depicts preservation of 10.07 acres of tree canopy.
- If the rezoning is successful, Planning staff will review any subsequent Site Development Plan for conformity with this requirement.

### Civic Spaces

- The concept plan depicts civic space required by **§ 5.3** of the ordinance.
- Civic Space accounts for 5% of the total site area shown in the concept plan.
- The concept depicts an additional 21.4 acres of open space, including a space designed around an existing spring (between lots 44 and 45).



*Proposed Split Zoning of Property*

## REVIEW PROCESS

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The Development Review Committee evaluated the proposed rezoning at its March 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [are not contravened];*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*



## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

---

The DRC reviewed this proposal at its March 2024 meetings. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at § **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment. The applicant provided a thorough response indicating that the standards for the applicable low-density character districts in the ordinance provide the quality and predictability desired by the applicant.
- Planning also directed the applicant to revise the request and the concept to include CD-2 standards consistent with the HNS future land use designation.
- **CPWS (Water)/Inflo** and Planning directed the applicant to monitor the status of the water commitment letter.
- **Maury County Highway Department** noted that the nearby section of Baker Road will be maintained by the City of Columbia.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested split zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is divided between Suburban Neighborhoods (SN) and Hillside & Natural Spaces (HNS). The requested CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District) zoning are consistent with the future land use map. Although split-zonings are generally discouraged, the use of multiple standards on high hillsides protects important viewsheds which characterize Columbia as well as environmentally sensitive sites. The Area of Change Policy for the property is *facilitate*, indicating that the city takes a neutral position to market-driven changes to the land use pattern in the area.

**Any development of the property must conform to the standards of the Ordinance and Subdivision Regulations.** The concept plan demonstrates that it is possible to develop the site in conformity with the Ordinance. If the applicant succeeds in rezoning the property, planning staff will review any future site development plan for conformity with the standards of the zoning ordinance.

## SAMPLE MOTIONS

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**Approve:**

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

**Deny:**

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

**Defer:**

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.

April 11, 2024 - 5:30 PM

PUBLIC HEARINGS

**Item 1. - PUBLIC HEARING ON ORDINANCE NO. 4486 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 3**

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Member Danny Coleman, Council Member Tony Greene, Council Member Debbie Wiles, Council Member Kenny Marshall, Council Member DaVena Hardison and City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

There being no one present to speak on Ordinance No. 4486, Council Member Greene moved to close the public hearing on Ordinance No. 4486. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4492 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING REFERENCES TO CONNECT COLUMBIA, THE COMPREHENSIVE PLAN IN ARTICLES 3 AND 4 AND DEFINITIONS IN ARTICLE 9; REZONING PROCESSES AND CRITERIA IN ARTICLE 8; AND INCLUDING SCRIVENER ERRORS THROUGHOUT THE SAME - CITYWIDE**

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Member Danny Coleman, Council Member Tony Greene, Council Member Debbie Wiles, Council Member Kenny Marshall, Council Member DaVena Hardison and City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

There being no one present to speak on Ordinance No. 4492, Council Member Greene moved to close the public hearing on Ordinance No. 4492. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 3. - PUBLIC HEARING ON ORDINANCE NO. 4493 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 1, SECTION 18-103(2) OF THE COLUMBIA MUNICIPAL CODE BY DELETING SUCH SECTION IN ITS ENTIRETY AND SUBSTITUTING A NEW SECTION 18-103(2) WITH REFERENCE TO SEWER SERVICE CHARGE**

## CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

April 11, 2024 - 5:30 PM

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Member Danny Coleman, Council Member Tony Greene, Council Member Debbie Wiles, Council Member Kenny Marshall, Council Member DaVena Hardison and City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

Mr. C.L. Sullivan spoke about the sewer rate increase and the long term costs that are being placed on the citizens. There being no one further to speak on Ordinance No. 4493, Council Member Greene moved to close the public hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

### REGULAR MEETING

#### CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Mayor Chaz Molder, Vice Mayor Randy McBroom, Council Member Danny Coleman, Council Member Tony Greene, Council Member Debbie Wiles, Council Member Kenny Marshall, Council Member DaVena Hardison City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

#### INVOCATION BY JEFF WILKINS OF ZION PRESBYTERIAN CHURCH

#### PLEDGE OF ALLEGIANCE

Council Member Kenny Marshall led the Pledge of Allegiance.

#### APPROVAL OF AGENDA

Council Member Greene moved to approve the agenda. Council Member Marshall seconded the motion.

All Council Members present voted aye.

#### PRESENTATIONS

##### Item 5.1. - **PRESENTATION OF PROCLAMATIONS FOR COLUMBIA ACADEMY BOYS CROSS COUNTRY TEAM AND COACHES**

Before the presentation Mayor thanked everyone that was involved in a successful Mule Day.

Mayor thanked CA's Boys Cross Country Team for their performance on and off the track. Mayor read a copy of both the player and coach proclamation that was handed



CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

April 11, 2024 - 5:30 PM

out to the team.

ORGANIZATIONAL BUSINESS

**Item 6.1. - APPROVE THE MINUTES OF THE MARCH 7, 2024 SPECIAL CALLED CITY COUNCIL MEETING**

Council Member Greene moved to approve the March 7, 2024 Special Called Minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 6.2. - APPROVE THE MINUTES OF THE MARCH 14, 2024, REGULAR CITY COUNCIL MEETING**

Council Member Greene moved to approve the March 14, 2024 minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 6.3. - APPROVE THE RETIREMENT BENEFITS FOR KATINA HARDIMAN, ADMINISTRATIVE ASSISTANT, PARKS AND RECREATION**

Council Member Coleman moved to approve the retirement benefits for Katina Hardiman. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 6.4. - APPROVE THE MAYOR'S APPOINTMENT OF NANCY WILLIAMS TO THE CITY OF COLUMBIA PLANNING COMMISSION TO FILL AN UNEXPIRED TERM ENDING ON DECEMBER 6, 2024**

Mayor Molder moved to approve the appointment of Nancy Williams to the Planning Commission to fill an unexpired term ending on December 6, 2024. Council Member Greene seconded the motion. Mayor Molder shared his appreciation for Ray Pace and his years of service as a Planning Commission member.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Coleman moved to approve Consent Agenda. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2024 IN THE AMOUNT OF \$5,428,786.63**

**Item 7.2. - APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT**

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

April 11, 2024 - 5:30 PM

**Item 7.3. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOURNAL COMMUNICATIONS IN THE AMOUNT OF \$6,535.00 FOR ADVERTISING IN THE 2024-25 MAURY COUNTY LIVABILITY MAGAZINE**

**Item 7.4. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN CITY OF COLUMBIA AND MAURY EMERGENCY COMMUNICATIONS DISTRICT FOR POLICE DISPATCHING SERVICES**

**Item 7.5. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE SMYRNA ADULT SOFTBALL LEAGUE, FORMERLY KNOWN AS THE MAURY COUNTY CO-ED SOFTBALL LEAGUE - WARD 4**

**Item 7.6. - APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH NICKELL COMPANY, LLC FOR THE CDBG SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$763,314.70 – WARDS 2 & 3**

**Item 7.7. - APPROVE THE SOLE SOURCE PROCUREMENT OF MSA G1 PROTECTION SYSTEMS BREATHING AIR EQUIPMENT IN THE AMOUNT OF \$698,677.80 TO SAFE INDUSTRIES**

ADMINISTRATION

**Item 8.1. -  
CERTIFICATE OF COMPLIANCE FOR NILESH PATEL TO SELL ALCOHOLIC BEVERAGES LOCATED AT A PROPOSED STORE NAMED ARDEN VILLAGE WINE & SPIRITS LOCATED AT 2479 NASHVILLE HIGHWAY, COLUMBIA, TN 38401**

Council Member Coleman moved to approve the Certificate of Compliance for Item 8.1.  
Council Member Greene seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

**Item 9.1. - RESOLUTION NO. 24-17 - A RESOLUTION TO RATIFY THE APPLICATION OF THE FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD NOT TO EXCEED \$32,308 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT**

Council Member Greene moved to approve Resolution No. 24-17. Council Member Marshall seconded the motion.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

April 11, 2024 - 5:30 PM

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 24-18 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE 2025 TENNESSEE HIGHWAY SAFETY GRANT IN THE AMOUNT OF \$28,500; ACCEPT THE GRANT AWARD NOT TO EXCEED \$28,500 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

Council Member Coleman moved to approve Resolution No. 24-18. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 24-19 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF \$75 FOR THE 2024 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS**

Council Member Marshall moved to approve Resolution No. Resolution No. 24-19. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 24-20 - A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA**

Council Member Greene moved to approve Resolution No. 24-20. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.5. - **RESOLUTION NO. 24-21 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTER'S STATION EAST, PHASE 2**

Council Member Marshall moved to approve Resolution No. 24-21. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.6. - **RESOLUTION NO. 24-22 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTER'S STATION EAST, PHASE 3**

Council Member Greene moved to approve Resolution No. 24-22. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.7. - **RESOLUTION NO. 24-23 - TAX CORRECTIONS**

Council Member Coleman moved to approve Resolution No. 24-23. Council Member Marshall seconded the motion.

April 11, 2024 - 5:30 PM

All Council Members present voted aye.

**Item 9.8. - RESOLUTION NO. 24-24 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING INDEPENDENCE AT CARTER'S STATION, PHASE 3.4**

Council Member Marshall moved to approve Resolution No. 24-24. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 9.9. - RESOLUTION NO. 24-25 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING INDEPENDENCE AT CARTER'S STATION, PHASE 3.5**

Council Member Marshall moved to approve Resolution No. 24-25. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 9.10. - RESOLUTION NO. 24-26 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING INDEPENDENCE AT CARTER'S STATION, PHASE 6.4**

Council Member Marshall moved to approve Resolution No. 24-26. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 9.11. - RESOLUTION NO. 24-27 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HOMESTEAD SOUTH/FRYE RD**

Council Member Coleman moved to approve Resolution No. 24-27. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 9.12. - RESOLUTION NO. 24-28 - A RESOLUTION TO RATIFY THE CITY OF COLUMBIA'S APPLICATION FOR THE 2025 TENNESSEE HIGHWAY SAFETY OFFICE (THSO) GRANT, ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

Council Member Marshall moved to approve Resolution No. 24-28. Council Member Greene seconded the motion.

All Council Members present voted aye.

**ORDINANCES**

**Item 10.1. - 2ND CONSIDERATION ON ORDINANCE NO. 4486 - AN ORDINANCE**



April 11, 2024 - 5:30 PM

**TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) - WARD 3**

Council Member Greene moved to approve Ordinance No. 4486 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

**Item 10.2. - 2ND CONSIDERATION ON ORDINANCE NO. 4492 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING REFERENCES TO CONNECT COLUMBIA, THE COMPREHENSIVE PLAN, IN ARTICLES 3 AND 4; DEFINITIONS IN ARTICLE 9; REZONING PROCESSES AND CRITERIA IN ARTICLE 8; AND CORRECTING SCRIVENER ERRORS THROUGHOUT THE ORDINANCE - CITYWIDE**

Council Member Coleman moved to approve Ordinance No. 4492 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 10.3. - 2ND CONSIDERATION ORDINANCE NO. 4493 - AN ORDINANCE AMENDING TITLE 18, CHAPTER 1, SECTION 18-103(2) OF THE COLUMBIA MUNICIPAL CODE BY DELETING SUCH SECTION IN ITS ENTIRETY AND SUBSTITUTING A NEW SECTION 18-103(2) WITH REFERENCE TO SEWER SERVICE CHARGE**

Council Member Coleman moved to approve Ordinance No. 4493 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 10.4. - 1ST CONSIDERATION ON ORDINANCE NO. 4499 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00 - 25.03, LOCATED OFF WEST 12TH AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH MAY 9, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2**

Council Member Coleman moved to approve Ordinance No. 4499 on first consideration and establish the date of May 9, 2024 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

**Item 10.5. - 1ST CONSIDERATION ON ORDINANCE NO. 4500 - AN ORDINANCE FOR THE ABANDONMENT OF CITY PROPERTY BEING A 0.036 ACRE LOT**

## CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

April 11, 2024 - 5:30 PM

### **LOCATED ON NORTH HARDIN DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE PLAT AND QUITCLAIM DEED**

Council Member Greene moved to approve Ordinance No. 4500 on first consideration and establish the date of May 9, 2024 as the date of Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

### **OTHER BUSINESS**

Mayor Molder again thanked all the departments for their work at Mule Day and he mentioned the reception at Vest Hall at CA being well attended.

Council Member Wiles said Mule Day is one of her favorite days of the year and this one was incredible. She commended the City departments on doing an amazing job.

Mayor Molder spoke about the groundbreaking for "The Drake" project that occurred earlier today. He said it shows vibrancy and growth. Mayor Molder mentioned that previous City Council members looked at having that area an area of commitment, and it's exciting to see things happening in that ward.

### **EXECUTIVE SESSION**

### **ADJOURNMENT**

There being no further business, Council Member Coleman moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 06:06 PM.

### **UPCOMING EVENTS**



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Tara Ferry, Human Resources Generalist, [tferry@columbiatn.com](mailto:tferry@columbiatn.com), (931) 560-1572

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**AGENDA ITEM TITLE: APPROVE THE RETIREMENT BENEFITS FOR, PRESENTATION OF GIFT CHECK AND RETIREMENT PLAQUE BY MAYOR MOLDER JEFF DUNCAN, POLICE LIEUTENANT, POLICE DEPARTMENT.**

**RECOMMENDATION:** Approve.

**INFORMATION:** Jeff Duncan has been an employee of the City of Columbia for 28 years. His effective retirement date is May 23, 2024 with pension payments to begin on June 1, 2024.

**ATTACHMENTS:** *None.*

**CITY OF COLUMBIA**  
**DISBURSEMENTS FOR MONTH ENDING MARCH 31, 2024**

| <b>FUND</b>                    | <b>GROSS</b>           | <b>TRANSFERS<br/>&amp; CD's</b> | <b>PAYROLL<br/>TRANSFERS</b> | <b>NET<br/>TOTAL</b>   |
|--------------------------------|------------------------|---------------------------------|------------------------------|------------------------|
| General Fund                   | 4,393,924.82           | 1,962,634.91                    | 1,398,016.36                 | 1,033,273.55           |
| Sanitation Fund                | 253,750.83             | 17,347.18                       | 82,005.10                    | 154,398.55             |
| Wastewater Fund                | 802,194.49             | 36,013.18                       | 184,857.31                   | 581,324.00             |
| Street & Transportation Fund   |                        |                                 |                              | -                      |
| State Street Aid               | 22,960.26              |                                 |                              | 22,960.26              |
| Drug Fund                      | 807.49                 |                                 |                              | 807.49                 |
| Debt Service Fund              | 400.00                 |                                 |                              | 400.00                 |
| Capital Projects Fund          | 82,047.48              |                                 |                              | 82,047.48              |
| Sewer Revenue & Tax Bond Issue |                        |                                 |                              | -                      |
| Sewer Impact Fee #2            |                        |                                 |                              | -                      |
| Insurance Fund                 | 403,066.14             | 320,320.68                      |                              | 82,745.46              |
| 2017 GO Public Imp Bonds       |                        |                                 |                              | -                      |
| 2010 GO Bond Issue             |                        |                                 |                              | -                      |
| Cleary Construction Escrow     |                        |                                 |                              | -                      |
| Industrial Development Board   |                        |                                 |                              | -                      |
|                                | <b>\$ 5,959,151.51</b> | <b>\$ 2,336,315.95</b>          | <b>\$ 1,664,878.77</b>       | <b>\$ 1,957,956.79</b> |



**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
FOR THE PERIOD 3/1/2024 - 3/31/2024**

**GENERAL FUND**

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|--------|----------|-----------------------------------------|-------------|
| 134316 | 3/6/2024 | Ace Hardware                            | \$7.08      |
| 134317 | 3/6/2024 | Columbia Paint & Wallcover              | \$494.10    |
| 134318 | 3/6/2024 | Columbia Power & Water Systems          | \$137.33    |
| 134319 | 3/6/2024 | Columbia State Foundation               | \$25,000.00 |
| 134320 | 3/6/2024 | Swarco Industries LLC                   | \$4,248.00  |
| 134321 | 3/6/2024 | Ted's Sporting Goods                    | \$109.99    |
| 134322 | 3/6/2024 | Columbia Oil Company Inc                | \$41.98     |
| 134323 | 3/6/2024 | Maury Co Senior Citizens                | \$38,000.00 |
| 134324 | 3/6/2024 | Duck River Electric                     | \$87.50     |
| 134325 | 3/6/2024 | Neel-Schaffer                           | \$30,556.52 |
| 134326 | 3/6/2024 | Columbia Cares Inc                      | \$3,000.00  |
| 134327 | 3/6/2024 | BSN Sports, LLC                         | \$82.97     |
| 134328 | 3/6/2024 | Public Entity Partners                  | \$966.80    |
| 134329 | 3/6/2024 | Rogers Group Inc                        | \$1,217.12  |
| 134330 | 3/6/2024 | Robert J Young Company LLC              | \$211.65    |
| 134331 | 3/6/2024 | Maury County Chamber &                  | \$25.00     |
| 134332 | 3/6/2024 | Break Time Services                     | \$80.00     |
| 134333 | 3/6/2024 | Best Cleaners                           | \$490.50    |
| 134334 | 3/6/2024 | Vulcan Materials Co                     | \$515.79    |
| 134335 | 3/6/2024 | Nixon Power Services LLC                | \$3,917.02  |
| 134336 | 3/6/2024 | Parman Energy Group LLC                 | \$312.75    |
| 134337 | 3/6/2024 | Ladd's                                  | \$1,229.60  |
| 134338 | 3/6/2024 | Tri Star Energy                         | \$5,859.31  |
| 134339 | 3/6/2024 | Atmos Energy                            | \$688.28    |
| 134340 | 3/6/2024 | Rains Electric Co., Inc.                | \$8,263.92  |
| 134341 | 3/6/2024 | Brookmeade Hardware & Supply            | \$220.80    |
| 134342 | 3/6/2024 | SRM Concrete                            | \$206.20    |
| 134343 | 3/6/2024 | State Systems, LLC                      | \$75.00     |
| 134344 | 3/6/2024 | Leaf                                    | \$643.00    |
| 134345 | 3/6/2024 | Cintas Corporation #241                 | \$487.89    |
| 134346 | 3/6/2024 | Colonial Life                           | \$5,621.16  |
| 134347 | 3/6/2024 | Maury County 911                        | \$28,500.38 |
| 134348 | 3/6/2024 | All Traffic Solutions Inc               | \$2,250.00  |
| 134349 | 3/6/2024 | Verizon Wireless 04                     | \$2,190.28  |
| 134350 | 3/6/2024 | Dickens Turf & Landscape Supply         | \$199.00    |
| 134351 | 3/6/2024 | Swift Repairs                           | \$597.47    |
| 134352 | 3/6/2024 | Verizon Connect                         | \$322.15    |
| 134353 | 3/6/2024 | Freedom Hill Land Management            | \$11,184.58 |
| 134354 | 3/6/2024 | Southern Duplicating of Clarksdale, Inc | \$764.49    |
| 134355 | 3/6/2024 | Verizon - (Police Dept)                 | \$3,165.25  |
| 134356 | 3/6/2024 | Southeastern Shirt Corp.                | \$297.01    |
| 134357 | 3/6/2024 | Cayden Holt                             | \$150.00    |
| 134358 | 3/6/2024 | WilcoLocal Media                        | \$810.00    |
| 134359 | 3/6/2024 | Roof Systems, Inc.                      | \$2,482.00  |
| 134360 | 3/6/2024 | Wells Fargo Financial Leasing, Inc      | \$134.25    |
| 134361 | 3/6/2024 | VOID-VOID-VOID                          | \$0.00      |
| 134362 | 3/6/2024 | Krebs Kubota                            | \$200.92    |
| 134363 | 3/6/2024 | Lampley Concrete, Inc                   | \$658.50    |
| 134364 | 3/6/2024 | TN Property Management                  | \$3,312.50  |
| 134365 | 3/6/2024 | Volunteer Welding Supply, Inc.          | \$48.28     |
| 134366 | 3/6/2024 | Charter Communications                  | \$148.33    |
| 134367 | 3/6/2024 | Bruce Heiss                             | \$40.00     |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
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**GENERAL FUND**

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|        |           |                                             |             |
|--------|-----------|---------------------------------------------|-------------|
| 134368 | 3/6/2024  | Lloyd's Soccer                              | \$1,912.00  |
| 134369 | 3/6/2024  | KayIn Blaylock                              | \$150.00    |
| 134370 | 3/8/2024  | Tn Dept Of Revenue                          | \$578.07    |
| 134371 | 3/8/2024  | State Of TN Attn: Lily White                | \$213.75    |
| 134372 | 3/8/2024  | VOID-VOID-VOID                              | \$0.00      |
| 134373 | 3/14/2024 | AFLAC-Amer Family Life Assurance Co         | \$78.90     |
| 134374 | 3/14/2024 | Columbia Power & Water Systems              | \$17,967.96 |
| 134375 | 3/14/2024 | First Farmers Trust & Financial Mgmt        | \$1,225.49  |
| 134376 | 3/14/2024 | Jones & Lang Sporting Goods                 | \$60.00     |
| 134377 | 3/14/2024 | Maury Fence Co Of Tn Inc                    | \$1,126.29  |
| 134378 | 3/14/2024 | GT Distributors Inc                         | \$896.00    |
| 134379 | 3/14/2024 | Public Entity Partners                      | \$32,182.24 |
| 134380 | 3/14/2024 | AT&T                                        | \$1,456.73  |
| 134381 | 3/14/2024 | AT&T                                        | \$71.44     |
| 134382 | 3/14/2024 | Mail Call                                   | \$2,804.58  |
| 134383 | 3/14/2024 | Kim Dale                                    | \$345.39    |
| 134384 | 3/14/2024 | Rogers Group Inc                            | \$501.05    |
| 134385 | 3/14/2024 | NexAir LLC                                  | \$39.59     |
| 134386 | 3/14/2024 | Lose Design - Lose & Associates, Inc        | \$7,223.38  |
| 134387 | 3/14/2024 | Tennessee Electrical Inc                    | \$4,527.00  |
| 134388 | 3/14/2024 | Break Time Services                         | \$128.00    |
| 134389 | 3/14/2024 | CALEA                                       | \$4,620.00  |
| 134390 | 3/14/2024 | Weld-Rite LLC                               | \$125.00    |
| 134391 | 3/14/2024 | Best Cleaners                               | \$74.50     |
| 134392 | 3/14/2024 | Southern Software Inc                       | \$5,416.00  |
| 134393 | 3/14/2024 | Vulcan Materials Co                         | \$383.58    |
| 134394 | 3/14/2024 | Parman Energy Group LLC                     | \$1,213.80  |
| 134395 | 3/14/2024 | Benjamin William Daugherty                  | \$5,000.00  |
| 134396 | 3/14/2024 | Tri Star Energy                             | \$21,349.33 |
| 134397 | 3/14/2024 | CPWS - Broadband                            | \$600.00    |
| 134398 | 3/14/2024 | Atmos Energy                                | \$1,652.37  |
| 134399 | 3/14/2024 | AT&T                                        | \$154.55    |
| 134400 | 3/14/2024 | Daily Herald (Ads)                          | \$161.00    |
| 134401 | 3/14/2024 | Advanced Turf Solutions Inc                 | \$2,804.07  |
| 134402 | 3/14/2024 | SRM Concrete                                | \$1,905.00  |
| 134403 | 3/14/2024 | Volkert Inc                                 | \$2,900.00  |
| 134404 | 3/14/2024 | Choice Screening                            | \$64.85     |
| 134405 | 3/14/2024 | State Systems, LLC                          | \$935.00    |
| 134406 | 3/14/2024 | Certified Languages International           | \$308.85    |
| 134407 | 3/14/2024 | Cintas Corporation #241                     | \$974.82    |
| 134408 | 3/14/2024 | Needle and Grain                            | \$802.50    |
| 134409 | 3/14/2024 | Waypoint Business Solutions                 | \$1,903.41  |
| 134410 | 3/14/2024 | Firstnet Services Provided By AT&T Mobility | \$1,581.10  |
| 134411 | 3/14/2024 | Mark J Runions                              | \$75.00     |
| 134412 | 3/14/2024 | Apparel Masters of Tennessee                | \$686.20    |
| 134413 | 3/14/2024 | Dominion Window Washing                     | \$40.00     |
| 134414 | 3/14/2024 | Hyper-Reach                                 | \$9,200.00  |
| 134415 | 3/14/2024 | Beard Equipment Company, Inc.               | \$1,491.58  |
| 134416 | 3/14/2024 | Charter Communications                      | \$1,099.00  |
| 134417 | 3/14/2024 | TW Lawncare                                 | \$5,135.00  |
| 134418 | 3/14/2024 | Mid TN Fence LLC                            | \$10,106.25 |
| 134419 | 3/14/2024 | Prosper Engineering, PLLC                   | \$1,000.00  |

**CITY OF COLUMBIA  
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**GENERAL FUND**

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|--------|-----------|-------------------------------------|-------------|
| 134420 | 3/14/2024 | Deena K Frith                       | \$75.00     |
| 134421 | 3/14/2024 | Permit Solutions                    | \$1,376.75  |
| 134422 | 3/19/2024 | Maury Co United Way                 | \$557.00    |
| 134423 | 3/19/2024 | Golden Engineering Inc              | \$5,950.00  |
| 134424 | 3/19/2024 | Columbia Firefighter Assn           | \$440.00    |
| 134425 | 3/19/2024 | Tri Star Energy                     | \$5,218.36  |
| 134426 | 3/19/2024 | Atmos Energy                        | \$1,873.96  |
| 134427 | 3/19/2024 | Cintas Corporation #241             | \$52.04     |
| 134428 | 3/19/2024 | Needle and Grain                    | \$180.00    |
| 134429 | 3/19/2024 | Paintworks                          | \$850.00    |
| 134430 | 3/19/2024 | Apparel Masters of Tennessee        | \$694.90    |
| 134431 | 3/19/2024 | Kennedy Broadcasting Company        | \$550.00    |
| 134432 | 3/19/2024 | ICORE Technology                    | \$6,103.00  |
| 134433 | 3/19/2024 | Leah Gray                           | \$4,000.00  |
| 134434 | 3/19/2024 | Lamar Companies                     | \$750.00    |
| 134435 | 3/19/2024 | AT&T (Fiber Optics)                 | \$740.96    |
| 134436 | 3/19/2024 | Siddons-Martin Emergency Group LLC  | \$3,180.58  |
| 134437 | 3/19/2024 | Colorkraft Auto Refinishers, LLC    | \$1,357.86  |
| 134438 | 3/19/2024 | Catalog Kings Corp                  | \$4,642.00  |
| 134439 | 3/19/2024 | Jeremy B Hanback                    | \$9,200.00  |
| 134440 | 3/19/2024 | Family Eye Care PLLC                | \$364.00    |
| 134441 | 3/21/2024 | Columbia Power & Water Systems      | \$10,496.03 |
| 134442 | 3/21/2024 | Maury Co United Way                 | \$557.00    |
| 134443 | 3/21/2024 | Tennessee Electrical Inc            | \$2,600.00  |
| 134444 | 3/21/2024 | TN Fire Svs & Codes Enf Academy     | \$1,223.30  |
| 134445 | 3/21/2024 | Unum Life Insurance Co Of Amer      | \$2,151.80  |
| 134446 | 3/21/2024 | Columbia Firefighter Assn           | \$440.00    |
| 134447 | 3/21/2024 | Better Business Solutions           | \$629.00    |
| 134448 | 3/21/2024 | Atmos Energy                        | \$297.25    |
| 134449 | 3/21/2024 | Daily Herald (Ads)                  | \$929.16    |
| 134450 | 3/21/2024 | Combined Insurance, a Chubb Company | \$839.68    |
| 134451 | 3/21/2024 | Henderson, Hutcherson & McCullough  | \$9,324.00  |
| 134452 | 3/21/2024 | Alex Troge                          | \$159.00    |
| 134453 | 3/21/2024 | Reach Technologies                  | \$706.61    |
| 134454 | 3/21/2024 | Liquidity Services Operations LLC   | \$317.37    |
| 134455 | 3/21/2024 | Quality Management Services, LLC    | \$4,686.52  |
| 134456 | 3/21/2024 | Waynes Pest Control                 | \$100.00    |
| 134457 | 3/21/2024 | Visual Media Co LLC                 | \$600.00    |
| 134458 | 3/21/2024 | City of Col Petty Cash              | \$320.00    |
| 134459 | 3/21/2024 | Jaimee Brown                        | \$236.00    |
| 134460 | 3/21/2024 | Atlantic Coast Fire Trucks, LLC     | \$32,000.63 |
| 134461 | 3/21/2024 | Burris, Thompson & Associates       | \$225.00    |
| 134462 | 3/21/2024 | Tyler Technologies, Inc             | \$47,454.00 |
| 134463 | 3/21/2024 | Georgia Potter                      | \$75.00     |
| 134464 | 3/21/2024 | Zachary Hughey                      | \$432.00    |
| 134465 | 3/21/2024 | Nicholas Schumaker                  | \$432.00    |
| 134466 | 3/21/2024 | Dakoda Brown                        | \$432.00    |
| 134467 | 3/27/2024 | Columbia Power & Water Systems      | \$7,925.50  |
| 134468 | 3/27/2024 | Maury Co Government                 | \$12,327.77 |
| 134469 | 3/27/2024 | Maury Fence Co of TN Inc            | \$4,000.00  |
| 134470 | 3/27/2024 | Duck River Electric                 | \$88.11     |
| 134471 | 3/27/2024 | Pioneer Manufacturing Company       | \$2,304.55  |

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**GENERAL FUND**

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|--------|-----------|--------------------------------------|-------------|
| 134472 | 3/27/2024 | Maury County Solid Waste             | \$169.12    |
| 134473 | 3/27/2024 | Southeastern Sound Inc               | \$285.00    |
| 134474 | 3/27/2024 | Sunbelt Rentals Inc                  | \$732.75    |
| 134475 | 3/27/2024 | Sharon Howell                        | \$150.00    |
| 134476 | 3/27/2024 | Lose Design - Lose & Associates, Inc | \$4,470.00  |
| 134477 | 3/27/2024 | Royal Flush Portables                | \$190.00    |
| 134478 | 3/27/2024 | Vulcan Materials Co                  | \$20,993.09 |
| 134479 | 3/27/2024 | Maury County Equipment               | \$511.51    |
| 134480 | 3/27/2024 | Parman Energy Group LLC              | \$2,367.11  |
| 134481 | 3/27/2024 | TriGreen Equipment                   | \$16.08     |
| 134482 | 3/27/2024 | Mutual Of Omaha                      | \$12,605.23 |
| 134483 | 3/27/2024 | Ladd's                               | \$146.07    |
| 134484 | 3/27/2024 | D & D Towing & Recovery              | \$175.00    |
| 134485 | 3/27/2024 | Tri Star Energy                      | \$989.27    |
| 134486 | 3/27/2024 | Atmos Energy                         | \$438.63    |
| 134487 | 3/27/2024 | Reginald Williams                    | \$90.00     |
| 134488 | 3/27/2024 | Advanced Turf Solutions Inc          | \$1,685.80  |
| 134489 | 3/27/2024 | C.E.S. City Electric Supply Co       | \$181.50    |
| 134490 | 3/27/2024 | SRM Concrete                         | \$456.00    |
| 134491 | 3/27/2024 | State Systems, LLC                   | \$440.00    |
| 134492 | 3/27/2024 | Cintas Corporation #241              | \$1,168.53  |
| 134493 | 3/27/2024 | Needle and Grain                     | \$90.00     |
| 134494 | 3/27/2024 | Kenneth Ray Cato                     | \$325.00    |
| 134495 | 3/27/2024 | Verizon Wireless 01                  | \$177.60    |
| 134496 | 3/27/2024 | Verizon Wireless 03                  | \$41.90     |
| 134497 | 3/27/2024 | Verizon Wireless 09                  | \$88.80     |
| 134498 | 3/27/2024 | Game Time Sports Fields LLC          | \$5,300.00  |
| 134499 | 3/27/2024 | Simplot Turf & Horticulture          | \$420.00    |
| 134500 | 3/27/2024 | TriStar Elevator LLC                 | \$528.00    |
| 134501 | 3/27/2024 | Volunteer Paving LLC                 | \$388.08    |
| 134502 | 3/27/2024 | T-Mobile                             | \$96.54     |
| 134503 | 3/27/2024 | Door Tech of Nashville Inc           | \$315.00    |
| 134504 | 3/27/2024 | Waynes Pest Control                  | \$175.00    |
| 134505 | 3/27/2024 | Whitney Herrington                   | \$7,500.00  |
| 134506 | 3/27/2024 | Joseph Patrick Baldwin               | \$135.00    |
| 134507 | 3/27/2024 | Derek Crawford                       | \$90.00     |
| 134508 | 3/27/2024 | Bradford M Sloan                     | \$325.00    |
| 134509 | 3/27/2024 | Candace Benefield                    | \$150.00    |
| 134510 | 3/27/2024 | Firehouse Subs                       | \$879.56    |
| 134511 | 3/27/2024 | Kevin Richardson                     | \$135.00    |
| 134512 | 3/27/2024 | Lamar Companies                      | \$750.00    |
| 134513 | 3/27/2024 | Kelli Johnson                        | \$138.28    |
| 134514 | 3/27/2024 | American Pumping                     | \$500.00    |
| 134515 | 3/27/2024 | Arthur David Hollis                  | \$135.00    |
| 134516 | 3/27/2024 | Gary Holman                          | \$300.00    |
| 134517 | 3/27/2024 | John R West Jr                       | \$325.00    |
| 134518 | 3/27/2024 | Charter Communications               | \$1,099.00  |
| 134519 | 3/27/2024 | Braden Parsons                       | \$500.00    |
| 134520 | 3/27/2024 | Hazelwood Laboratories               | \$7,500.00  |
| 134521 | 3/27/2024 | Artisan Industry LLC                 | \$12,500.00 |
| 134522 | 3/27/2024 | Cory Ricaurte                        | \$20,000.00 |
| 134523 | 3/27/2024 | Randal Tyler Brown                   | \$90.00     |



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**GENERAL FUND**

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|        |           |                                |              |
|--------|-----------|--------------------------------|--------------|
| 134524 | 3/27/2024 | Louis Maddox                   | \$500.00     |
| 134525 | 3/28/2024 | City Of Col Employees Retireme | \$254,563.89 |
| 134526 | 3/28/2024 | City Of Col Tn Retirement      | \$33,336.66  |

|                          |    |                   |
|--------------------------|----|-------------------|
| Total Purchase Cards:    | \$ | 95,645.59         |
| Total Payroll Transfers: | \$ | 1,398,016.36      |
| Total Misc. Transfers:   | \$ | 1,962,634.91      |
| Total Checks: 211        | \$ | <u>937,627.96</u> |
| Total:                   | \$ | 4,393,924.82      |

**STATE STREET AID**

|      |           |                                             |             |
|------|-----------|---------------------------------------------|-------------|
| 8097 | 3/6/2024  | Columbia Power & Water Systems              | \$16,520.11 |
| 8098 | 3/6/2024  | Temple Inc                                  | \$591.00    |
| 8099 | 3/6/2024  | Duck River Electric                         | \$188.07    |
| 8100 | 3/6/2024  | Millennium                                  | \$1,350.84  |
| 8101 | 3/14/2024 | Temple Inc                                  | \$1,233.85  |
| 8102 | 3/14/2024 | 3M Company                                  | \$720.00    |
| 8103 | 3/14/2024 | Millennium                                  | \$240.31    |
| 8104 | 3/21/2024 | Firstnet Services Provided By AT&T Mobility | \$412.60    |
| 8105 | 3/27/2024 | Columbia Power & Water Systems              | \$37.39     |
| 8106 | 3/27/2024 | Duck River Electric                         | \$288.42    |
| 8107 | 3/27/2024 | 3M Company                                  | \$985.44    |

|                        |    |                  |
|------------------------|----|------------------|
| Total Purchase Cards:  | \$ | 392.23           |
| Total Misc. Transfers: | \$ | -                |
| Total Checks: 11       | \$ | <u>22,568.03</u> |
| Total:                 | \$ | 22,960.26        |

**SANITATION**

|       |           |                                           |             |
|-------|-----------|-------------------------------------------|-------------|
| 22292 | 3/6/2024  | Fleming Sheet Metal Shop                  | \$1,800.00  |
| 22293 | 3/6/2024  | Robert J Young Company LLC                | \$20.66     |
| 22294 | 3/6/2024  | Tri Star Energy                           | \$12,526.50 |
| 22295 | 3/6/2024  | Atmos Energy                              | \$688.27    |
| 22296 | 3/6/2024  | Brookmeade Hardware & Supply              | \$220.80    |
| 22297 | 3/6/2024  | United Waste Haulers Of TN LLC            | \$2,439.18  |
| 22298 | 3/6/2024  | Cintas Corporation #241                   | \$174.10    |
| 22299 | 3/6/2024  | Colonial Life                             | \$522.50    |
| 22300 | 3/6/2024  | KS Supply Pressure Washer                 | \$840.00    |
| 22301 | 3/6/2024  | Marshall County Solid Waste and Recycling | \$2,518.10  |
| 22302 | 3/6/2024  | Wells Fargo Financial Leasing, Inc        | \$134.26    |
| 22303 | 3/14/2024 | Columbia Power & Water Systems            | \$823.59    |
| 22304 | 3/14/2024 | Fleming Sheet Metal Shop                  | \$1,200.00  |
| 22305 | 3/14/2024 | Tri Star Energy                           | \$1,000.28  |
| 22306 | 3/14/2024 | United Waste Haulers Of TN LLC            | \$2,077.59  |
| 22307 | 3/14/2024 | Choice Screening                          | \$20.00     |
| 22308 | 3/14/2024 | Cintas Corporation #241                   | \$348.20    |
| 22309 | 3/19/2024 | Tri Star Energy                           | \$14,261.07 |
| 22310 | 3/21/2024 | Unum Life Insurance Co Of Amer            | \$191.40    |
| 22311 | 3/21/2024 | Combined Insurance, a Chubb Company       | \$94.04     |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
FOR THE PERIOD 3/1/2024 - 3/31/2024**

**SANITATION**

**PAGE 6**

|       |           |                                    |             |
|-------|-----------|------------------------------------|-------------|
| 22312 | 3/21/2024 | Henderson, Hutcherson & McCullough | \$651.00    |
| 22313 | 3/27/2024 | Columbia Power & Water Systems     | \$24.39     |
| 22314 | 3/27/2024 | Fleming Sheet Metal Shop           | \$1,200.00  |
| 22315 | 3/27/2024 | Maury County Solid Waste           | \$85,393.34 |
| 22316 | 3/27/2024 | Mutual Of Omaha                    | \$606.91    |
| 22317 | 3/27/2024 | United Waste Haulers Of TN LLC     | \$3,703.75  |
| 22318 | 3/28/2024 | City Of Col Employees Retirement   | \$9,899.85  |
| 22319 | 3/28/2024 | City Of Col Tn Retirement          | \$1,296.44  |

|                          |    |                   |
|--------------------------|----|-------------------|
| Total Purchase Cards:    | \$ | 9,722.33          |
| Total Payroll Transfers: | \$ | 82,005.10         |
| Total Misc. Transfers:   | \$ | 17,347.18         |
| Total Checks: 28         | \$ | <u>144,676.22</u> |
| Total:                   | \$ | 253,750.83        |

**WASTEWATER**

|       |           |                                                  |              |
|-------|-----------|--------------------------------------------------|--------------|
| 48584 | 3/6/2024  | Columbia Power & Water Systems                   | \$344.58     |
| 48585 | 3/6/2024  | Ted's Sporting Goods                             | \$125.00     |
| 48586 | 3/6/2024  | Thompson Machinery                               | \$10,853.00  |
| 48587 | 3/6/2024  | Columbia Oil Company Inc                         | \$61.35      |
| 48588 | 3/6/2024  | Duck River Electric                              | \$390.15     |
| 48589 | 3/6/2024  | TN Dept of Labor & Workforce                     | \$55.00      |
| 48590 | 3/6/2024  | Vulcan Materials Co                              | \$2,882.86   |
| 48591 | 3/6/2024  | Tri Star Energy                                  | \$3,495.30   |
| 48592 | 3/6/2024  | Atmos Energy                                     | \$46.27      |
| 48593 | 3/6/2024  | Cedarchem Llc                                    | \$726.81     |
| 48594 | 3/6/2024  | Cintas Corporation #241                          | \$506.45     |
| 48595 | 3/6/2024  | Colonial Life                                    | \$1,031.26   |
| 48596 | 3/6/2024  | Culleoka Company LLC                             | \$339.00     |
| 48597 | 3/6/2024  | UniFirst First Aid and Safety                    | \$459.54     |
| 48598 | 3/6/2024  | Algonquin Products Company                       | \$130.00     |
| 48599 | 3/6/2024  | Christopher Lovett                               | \$125.00     |
| 48600 | 3/14/2024 | Columbia Power & Water Systems                   | \$91,905.62  |
| 48601 | 3/14/2024 | First Farmers Trust & Financial Mgmt             | \$1,225.50   |
| 48602 | 3/14/2024 | Duck River Electric                              | \$2,423.56   |
| 48603 | 3/14/2024 | Public Entity Partners                           | \$2,493.97   |
| 48604 | 3/14/2024 | North Central Laboratories-NCL of Wisconsin, Inc | \$1,501.57   |
| 48605 | 3/14/2024 | Robert J Young Company LLC                       | \$63.52      |
| 48606 | 3/14/2024 | WM CORPORATE SERVICES, INC                       | \$38,857.37  |
| 48607 | 3/14/2024 | Consolidated Pipe & Supply                       | \$2,347.00   |
| 48608 | 3/14/2024 | J R Wauford & Co Cons Eng, Inc                   | \$124,200.00 |
| 48609 | 3/14/2024 | Weld-Rite LLC                                    | \$312.50     |
| 48610 | 3/14/2024 | Tri Star Energy                                  | \$1,614.94   |
| 48611 | 3/14/2024 | Atmos Energy                                     | \$47.17      |
| 48612 | 3/14/2024 | IDEXX Distribution, Inc.                         | \$1,302.02   |
| 48613 | 3/14/2024 | Choice Screening                                 | \$20.00      |
| 48614 | 3/14/2024 | Chrysler Dodge Jeep Ram of Columbia              | \$1,834.14   |
| 48615 | 3/14/2024 | Cintas Corporation #241                          | \$506.45     |
| 48616 | 3/14/2024 | Knighthorst Shredding, LLC                       | \$296.00     |
| 48617 | 3/14/2024 | Lonnie Cobb Ford                                 | \$42,115.00  |
| 48618 | 3/14/2024 | Waypoint Analytical, LLC                         | \$1,368.00   |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
FOR THE PERIOD 3/1/2024 - 3/31/2024**

**WASTEWATER**

**PAGE 7**

|       |           |                                     |              |
|-------|-----------|-------------------------------------|--------------|
| 48619 | 3/14/2024 | VOID-VOID-VOID                      | \$0.00       |
| 48620 | 3/14/2024 | ITpipes Opco, LLC                   | \$38,150.00  |
| 48621 | 3/19/2024 | Duck River Electric                 | \$506.88     |
| 48622 | 3/19/2024 | Terry Boatright                     | \$125.00     |
| 48623 | 3/19/2024 | Tri Star Energy                     | \$3,424.60   |
| 48624 | 3/19/2024 | Cintas Corporation #241             | \$506.31     |
| 48625 | 3/19/2024 | MI Homes                            | \$250.00     |
| 48626 | 3/21/2024 | Columbia Power & Water Systems      | \$478.68     |
| 48627 | 3/21/2024 | Vulcan Materials Co                 | \$510.94     |
| 48628 | 3/21/2024 | Unum Life Insurance Co Of Amer      | \$490.80     |
| 48629 | 3/21/2024 | Combined Insurance, a Chubb Company | \$29.40      |
| 48630 | 3/21/2024 | Henderson, Hutcherson & McCullough  | \$2,325.00   |
| 48631 | 3/21/2024 | City of Col Petty Cash              | \$7.00       |
| 48632 | 3/27/2024 | BMC Metalworks LLC                  | \$252.00     |
| 48633 | 3/27/2024 | Columbia Power & Water Systems      | \$8,017.58   |
| 48634 | 3/27/2024 | Ted's Sporting Goods                | \$250.00     |
| 48635 | 3/27/2024 | Thompson Machinery                  | \$27,217.65  |
| 48636 | 3/27/2024 | AT&T                                | \$6,571.68   |
| 48637 | 3/27/2024 | Southern Sales Co                   | \$70.07      |
| 48638 | 3/27/2024 | Vulcan Materials Co                 | \$1,508.36   |
| 48639 | 3/27/2024 | Mutual Of Omaha                     | \$2,267.14   |
| 48640 | 3/27/2024 | Atmos Energy                        | \$46.35      |
| 48641 | 3/27/2024 | ACT & C                             | \$890.56     |
| 48642 | 3/27/2024 | TriStar Elevator LLC                | \$614.00     |
| 48643 | 3/27/2024 | Source Technologies                 | \$348.00     |
| 48644 | 3/27/2024 | Judy Construction Company           | \$103,883.45 |
| 48645 | 3/27/2024 | Judy - Escrow                       | \$5,467.55   |
| 48646 | 3/27/2024 | Industrial Municipal Controls LLC   | \$725.00     |
| 48647 | 3/28/2024 | City Of Col Employees Retireme      | \$23,223.40  |
| 48648 | 3/28/2024 | City Of Col Tn Retirement           | \$3,041.24   |

|                          |    |                   |
|--------------------------|----|-------------------|
| Total Purchase Cards:    | \$ | 14,119.46         |
| Total Payroll Transfers: | \$ | 184,857.31        |
| Total Misc. Transfers:   | \$ | 36,013.18         |
| Total Checks: 65         | \$ | <u>567,204.54</u> |
| Total:                   | \$ | 802,194.49        |

**DRUG**

|      |           |                         |    |          |
|------|-----------|-------------------------|----|----------|
| 5977 | 3/6/2024  | Verizon Wireless        | 04 | \$234.50 |
| 5978 | 3/6/2024  | Verizon - (Police Dept) |    | \$238.00 |
| 5979 | 3/14/2024 | Thomson Reuters - West  |    | \$74.00  |

|                       |    |               |
|-----------------------|----|---------------|
| Total Purchase Cards: | \$ | 260.99        |
| Total Checks: 3       | \$ | <u>546.50</u> |
| Total:                | \$ | 807.49        |

**CITY OF COLUMBIA  
DISBURSEMENT REPORT  
FOR THE PERIOD 3/1/2024 - 3/31/2024**

**INSURANCE**

**PAGE 8**

|      |           |                                              |             |
|------|-----------|----------------------------------------------|-------------|
| 3083 | 3/14/2024 | Self Insured Reporting LLC                   | \$3,999.00  |
| 3084 | 3/21/2024 | BlueCross BlueShield Of TN                   | \$24,518.22 |
| 3085 | 3/27/2024 | Maury Regional Hospital Marshall Medical Ctr | \$13,272.00 |
| 3086 | 3/27/2024 | Sun Life Financial                           | \$40,956.24 |

|                        |    |                  |
|------------------------|----|------------------|
| Total Misc. Transfers: | \$ | 320,320.68       |
| Total Checks: 4        | \$ | <u>82,745.46</u> |
| Total:                 | \$ | 403,066.14       |

**CAPITAL PROJECTS**

|      |           |                          |             |
|------|-----------|--------------------------|-------------|
| 3067 | 3/14/2024 | N & S Waterproofing, Llc | \$75,283.00 |
| 3068 | 3/14/2024 | Morrison Engineering LLC | \$5,400.00  |

|                        |    |                  |
|------------------------|----|------------------|
| Total Purchase Cards:  | \$ | 1,364.48         |
| Total Misc. Transfers: | \$ | -                |
| Total Checks: 2        | \$ | <u>80,683.00</u> |
| Total:                 | \$ | 82,047.48        |

**DEBT SERVICE**

|      |           |          |          |
|------|-----------|----------|----------|
| 2399 | 3/14/2024 | U S Bank | \$400.00 |
|------|-----------|----------|----------|

|                        |    |               |
|------------------------|----|---------------|
| Total Misc. Transfers: | \$ | -             |
| Total Checks: 1        | \$ | <u>400.00</u> |
| Total:                 | \$ | 400.00        |



**Surplus Listing for Council Agenda 5/9/2024**

| <b><u>Inv ID</u></b> | <b><u>Description</u></b>                | <b><u>Serial#</u></b> | <b><u>Department</u></b> |
|----------------------|------------------------------------------|-----------------------|--------------------------|
| 3778                 | ATEN KVM Switch CS-1734A                 |                       | MIS                      |
| 3779                 | Cables                                   |                       | MIS                      |
| 3780                 | Cables                                   |                       | MIS                      |
| 3781                 | Cables                                   |                       | MIS                      |
| 3782                 | StarTech 1U Rackmount Console Unicorn 17 |                       | MIS                      |
| 3783                 | Box of Power Cables                      |                       | MIS                      |
| 3784                 | Fellowes Shredder PowerShred C420        | D603ZSEC0001672       | City Recorder            |

Maury County Government

One Public Square  
Columbia, TN. 38401  
Phone 931.375.2305 Fax 931.375.2319

INVOICE

DATE: April 10, 2024  
INVOICE # FY2023-2024 Q3  
FOR: Animal Shelter Maintenance

Bill To:  
Thad Jablonski, Finance Director  
City of Columbia  
700 North Garden Street  
Columbia, TN.  
931.560.1510

| DESCRIPTION                                       |             |              |  | AMOUNT        |
|---------------------------------------------------|-------------|--------------|--|---------------|
| Revenue:                                          |             |              |  |               |
| Animal Shelter Revenue, 1/1/2024-3/31/2024        |             |              |  | \$ 1,748.00   |
| Subtotal                                          |             |              |  | \$ 1,748.00   |
| Expenditures:                                     |             |              |  |               |
| Operational, 1/1/2024-3/31/2024                   |             |              |  | \$ 239,927.30 |
| Labor to repair faucet in break room on 1/12/2024 |             |              |  |               |
|                                                   | Hourly Rate | Hours Worked |  |               |
| Johnnie Shipp                                     | \$28.58     | 2            |  | \$57.16       |
| Robert Walker                                     | \$26.88     | 2            |  | \$53.76       |
| Parts to repair faucet in break room on 1/12/2024 |             |              |  |               |
| Columbia Hardware                                 |             |              |  | \$65.97       |
| Labor to repair 2 sinks on 2/13/2024              |             |              |  |               |
|                                                   | Hourly Rate | Hours Worked |  |               |
| Johnnie Shipp                                     | \$28.58     | 2            |  | \$57.16       |
| Robert Walker                                     | \$26.88     | 2            |  | \$53.76       |
| Parts to repair 2 sinks on 2/13/2024              |             |              |  |               |
| Columbia Hardware                                 |             |              |  | \$109.95      |
| Columbia Hardware                                 |             |              |  | \$11.99       |
| Labor to repair lights on 2/28/2024               |             |              |  |               |
|                                                   | Hourly Rate | Hours Worked |  |               |
| Johnnie Shipp                                     | \$28.58     | 1            |  | \$28.58       |
| Robert Walker                                     | \$26.88     | 1            |  | \$26.88       |
| Labor to repair lights on 2/29/2024               |             |              |  |               |
|                                                   | Hourly Rate | Hours Worked |  |               |
| Johnnie Shipp                                     | \$28.58     | 1            |  | \$28.58       |
| Robert Walker                                     | \$26.88     | 1            |  | \$26.88       |
| Subtotal                                          |             |              |  | \$ 240,447.97 |
| Net Total for Q3 FY 2023/2024 Operating Expenses  |             |              |  | \$ 238,699.97 |
| TOTAL DUE                                         |             |              |  | \$ 119,349.99 |

Make all checks payable to Maury County Government  
If you have any questions concerning this invoice, contact Brooke Brady (931) 375-2305, bbrady@maurycounty-tn.gov

| Fund:                       | 101     | General     |      |                                                 |                           |          |          |
|-----------------------------|---------|-------------|------|-------------------------------------------------|---------------------------|----------|----------|
| Account Number :            |         |             | 101- | -44150                                          | Sale Of Animals/Livestock |          |          |
| Date                        | Trans # | Reference # | Type | Transaction Description                         | Debits                    | Credits  | Balance  |
| 01/26/2024                  | 13106   |             | CR   | Animal Shelter - Fees                           | 0.00                      | 787.50   | (787.50) |
| Monthly Totals: 101- -44150 |         |             |      |                                                 | 0.00                      | 787.50   | (787.50) |
| 02/16/2024                  | 13251   |             | CR   | Animal Shelter - Money from Vets                | 0.00                      | 786.00   | (786.00) |
| Monthly Totals: 101- -44150 |         |             |      |                                                 | 0.00                      | 786.00   | (786.00) |
| 03/13/2024                  | 13458   |             | CR   | Animal Shelter - Money from Local Veterinarians | 0.00                      | 174.50   | (174.50) |
| Monthly Totals: 101- -44150 |         |             |      |                                                 | 0.00                      | 174.50   | (174.50) |
| Fund Totals:                |         |             | 101  |                                                 | 0.00                      | 1,748.00 |          |

Template Name:  
Created By: LGC

Maury County Finance Department  
Account Analysis  
January 2024 - March 2024

User:  
Date/Time:

Brooke Brady  
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Fund: 101 General

Account Number : 101- -55120-101-55010

Animal Shelter - County Official/Administrative Officer - Animal

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits    | Credits | Balance   |
|---------------------------------------|---------|-------------|------|----------------------------|-----------|---------|-----------|
| 01/12/2024                            | 192     |             | PA   | Payroll Summary - 3-Salary | 2,650.43  | 0.00    | 2,650.43  |
| 01/31/2024                            | 207     |             | PA   | Payroll Summary - 3-Salary | 7,950.80  | 0.00    | 10,601.23 |
| Monthly Totals: 101- -55120-101-55010 |         |             |      |                            | 10,601.23 | 0.00    | 10,601.23 |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly | 1,857.56  | 0.00    | 1,857.56  |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly | 2,308.00  | 0.00    | 4,165.56  |
| Monthly Totals: 101- -55120-101-55010 |         |             |      |                            | 4,165.56  | 0.00    | 4,165.56  |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly | 2,363.21  | 0.00    | 2,363.21  |
| 03/15/2024                            | 249     |             | PA   | Payroll Summary - 3-Salary | 4,000.10  | 0.00    | 6,363.31  |
| 03/28/2024                            | 269     |             | PA   | Payroll Summary - 3-Salary | 2,666.73  | 0.00    | 9,030.04  |
| Monthly Totals: 101- -55120-101-55010 |         |             |      |                            | 9,030.04  | 0.00    | 9,030.04  |

Fund: 101 General

Account Number : 101- -55120-169-55010

Animal Shelter - Part-Time Personnel - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                            | 193     |             | PA   | Payroll Summary - 2-Hourly | 314.34 | 0.00    | 314.34  |
| Monthly Totals: 101- -55120-169-55010 |         |             |      |                            | 314.34 | 0.00    | 314.34  |

Fund: 101 General

Account Number : 101- -55120-187

Animal Shelter - Overtime Pay

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 968.69   | 0.00    | 968.69   |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 636.20   | 0.00    | 1,604.89 |
| Monthly Totals: 101- -55120-187 |         |             |      |                            | 1,604.89 | 0.00    | 1,604.89 |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 501.87   | 0.00    | 501.87   |
| Monthly Totals: 101- -55120-187 |         |             |      |                            | 501.87   | 0.00    | 501.87   |
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 653.54   | 0.00    | 653.54   |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 4.45     | 0.00    | 657.99   |
| Monthly Totals: 101- -55120-187 |         |             |      |                            | 657.99   | 0.00    | 657.99   |

Fund: 101 General



Template Name:  
Created By: LGC

Maury County Finance Department  
Account Analysis  
January 2024 - March 2024

User:  
Date/Time:

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Account Number : **101- -55120-187-55010**

**Animal Shelter - Overtime Pay - Animal Shelter**

| Date                                         | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|----------------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/12/2024                                   | 193     |             | PA   | Payroll Summary - 2-Hourly | 924.91   | 0.00    | 924.91   |
| 01/26/2024                                   | 204     |             | PA   | Payroll Summary - 2-Hourly | 1,505.65 | 0.00    | 2,430.56 |
| <b>Monthly Totals: 101- -55120-187-55010</b> |         |             |      |                            | 2,430.56 | 0.00    | 2,430.56 |
| 02/23/2024                                   | 229     |             | PA   | Payroll Summary - 2-Hourly | 923.81   | 0.00    | 923.81   |
| <b>Monthly Totals: 101- -55120-187-55010</b> |         |             |      |                            | 923.81   | 0.00    | 923.81   |
| 03/08/2024                                   | 248     |             | PA   | Payroll Summary - 2-Hourly | 237.65   | 0.00    | 237.65   |
| 03/22/2024                                   | 268     |             | PA   | Payroll Summary - 2-Hourly | 255.43   | 0.00    | 493.08   |
| <b>Monthly Totals: 101- -55120-187-55010</b> |         |             |      |                            | 493.08   | 0.00    | 493.08   |

Fund: **101** General

Account Number : **101- -55120-189**

**Animal Shelter - Other Salaries & Wages**

| Date                                   | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|----------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/12/2024                             | 193     |             | PA   | Payroll Summary - 2-Hourly | 4,643.78 | 0.00    | 4,643.78 |
| 01/26/2024                             | 204     |             | PA   | Payroll Summary - 2-Hourly | 4,169.48 | 0.00    | 8,813.26 |
| <b>Monthly Totals: 101- -55120-189</b> |         |             |      |                            | 8,813.26 | 0.00    | 8,813.26 |
| 02/09/2024                             | 219     |             | PA   | Payroll Summary - 2-Hourly | 4,294.57 | 0.00    | 4,294.57 |
| 02/23/2024                             | 229     |             | PA   | Payroll Summary - 2-Hourly | 4,204.35 | 0.00    | 8,498.92 |
| <b>Monthly Totals: 101- -55120-189</b> |         |             |      |                            | 8,498.92 | 0.00    | 8,498.92 |
| 03/08/2024                             | 248     |             | PA   | Payroll Summary - 2-Hourly | 4,293.93 | 0.00    | 4,293.93 |
| 03/22/2024                             | 268     |             | PA   | Payroll Summary - 2-Hourly | 4,317.47 | 0.00    | 8,611.40 |
| <b>Monthly Totals: 101- -55120-189</b> |         |             |      |                            | 8,611.40 | 0.00    | 8,611.40 |

Fund: **101** General

Account Number : **101- -55120-189-55010**

**Animal Shelter - Other Salaries & Wages - Animal Shelter**

| Date                                         | Trans # | Reference # | Type | Transaction Description    | Debits    | Credits | Balance   |
|----------------------------------------------|---------|-------------|------|----------------------------|-----------|---------|-----------|
| 01/12/2024                                   | 193     |             | PA   | Payroll Summary - 2-Hourly | 12,943.79 | 0.00    | 12,943.79 |
| 01/26/2024                                   | 204     |             | PA   | Payroll Summary - 2-Hourly | 13,882.29 | 0.00    | 26,826.08 |
| <b>Monthly Totals: 101- -55120-189-55010</b> |         |             |      |                            | 26,826.08 | 0.00    | 26,826.08 |
| 02/09/2024                                   | 219     |             | PA   | Payroll Summary - 2-Hourly | 11,789.71 | 0.00    | 11,789.71 |
| 02/23/2024                                   | 229     |             | PA   | Payroll Summary - 2-Hourly | 11,823.76 | 0.00    | 23,613.47 |

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Fund: 101 General

Account Number : 101- -55120-189-55010 Animal Shelter - Other Salaries & Wages - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits    | Credits | Balance   |
|---------------------------------------|---------|-------------|------|----------------------------|-----------|---------|-----------|
| Monthly Totals: 101- -55120-189-55010 |         |             |      |                            | 23,613.47 | 0.00    | 23,613.47 |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly | 12,580.46 | 0.00    | 12,580.46 |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly | 13,556.49 | 0.00    | 26,136.95 |
| Monthly Totals: 101- -55120-189-55010 |         |             |      |                            | 26,136.95 | 0.00    | 26,136.95 |

Fund: 101 General

Account Number : 101- -55120-201 Animal Shelter - Social Security

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 343.36 | 0.00    | 343.36  |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 293.35 | 0.00    | 636.71  |
| Monthly Totals: 101- -55120-201 |         |             |      |                            | 636.71 | 0.00    | 636.71  |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 292.76 | 0.00    | 292.76  |
| 02/23/2024                      | 229     |             | PA   | Payroll Summary - 2-Hourly | 256.07 | 0.00    | 548.83  |
| Monthly Totals: 101- -55120-201 |         |             |      |                            | 548.83 | 0.00    | 548.83  |
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 301.06 | 0.00    | 301.06  |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 262.28 | 0.00    | 563.34  |
| Monthly Totals: 101- -55120-201 |         |             |      |                            | 563.34 | 0.00    | 563.34  |

Fund: 101 General

Account Number : 101- -55120-201-55010 Animal Shelter - Social Security - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/12/2024                            | 192     |             | PA   | Payroll Summary - 3-Salary | 164.33   | 0.00    | 164.33   |
| 01/12/2024                            | 193     |             | PA   | Payroll Summary - 2-Hourly | 863.08   | 0.00    | 1,027.41 |
| 01/26/2024                            | 204     |             | PA   | Payroll Summary - 2-Hourly | 937.77   | 0.00    | 1,965.18 |
| 01/31/2024                            | 207     |             | PA   | Payroll Summary - 3-Salary | 492.95   | 0.00    | 2,458.13 |
| Monthly Totals: 101- -55120-201-55010 |         |             |      |                            | 2,458.13 | 0.00    | 2,458.13 |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly | 829.64   | 0.00    | 829.64   |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly | 916.93   | 0.00    | 1,746.57 |
| Monthly Totals: 101- -55120-201-55010 |         |             |      |                            | 1,746.57 | 0.00    | 1,746.57 |

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Fund: 101 General

Account Number : 101- -55120-201-55010

Animal Shelter - Social Security - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly | 935.01   | 0.00    | 935.01   |
| 03/15/2024                            | 249     |             | PA   | Payroll Summary - 3-Salary | 248.01   | 0.00    | 1,183.02 |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly | 850.08   | 0.00    | 2,033.10 |
| 03/28/2024                            | 269     |             | PA   | Payroll Summary - 3-Salary | 165.33   | 0.00    | 2,198.43 |
| Monthly Totals: 101- -55120-201-55010 |         |             |      |                            | 2,198.43 | 0.00    | 2,198.43 |

Fund: 101 General

Account Number : 101- -55120-204

Animal Shelter - State Retirement

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 391.19 | 0.00    | 391.19  |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 334.96 | 0.00    | 726.15  |
| Monthly Totals: 101- -55120-204 |         |             |      |                            | 726.15 | 0.00    | 726.15  |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 334.31 | 0.00    | 334.31  |
| 02/23/2024                      | 229     |             | PA   | Payroll Summary - 2-Hourly | 293.04 | 0.00    | 627.35  |
| Monthly Totals: 101- -55120-204 |         |             |      |                            | 627.35 | 0.00    | 627.35  |
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 344.83 | 0.00    | 344.83  |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 301.24 | 0.00    | 646.07  |
| Monthly Totals: 101- -55120-204 |         |             |      |                            | 646.07 | 0.00    | 646.07  |

Fund: 101 General

Account Number : 101- -55120-204-55010

Animal Shelter - State Retirement - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/12/2024                            | 192     |             | PA   | Payroll Summary - 3-Salary | 184.73   | 0.00    | 184.73   |
| 01/12/2024                            | 193     |             | PA   | Payroll Summary - 2-Hourly | 966.64   | 0.00    | 1,151.37 |
| 01/26/2024                            | 204     |             | PA   | Payroll Summary - 2-Hourly | 1,072.56 | 0.00    | 2,223.93 |
| 01/31/2024                            | 207     |             | PA   | Payroll Summary - 3-Salary | 85.26    | 0.00    | 2,309.19 |
| Monthly Totals: 101- -55120-204-55010 |         |             |      |                            | 2,309.19 | 0.00    | 2,309.19 |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly | 951.22   | 0.00    | 951.22   |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly | 1,049.39 | 0.00    | 2,000.61 |

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Animal Shelter - State Retirement - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| Monthly Totals: 101- -55120-204-55010 |         |             |      |                            | 2,000.61 | 0.00    | 2,000.61 |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly | 1,058.12 | 0.00    | 1,058.12 |
| 03/15/2024                            | 249     |             | PA   | Payroll Summary - 3-Salary | 278.81   | 0.00    | 1,336.93 |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly | 962.71   | 0.00    | 2,299.64 |
| 03/28/2024                            | 269     |             | PA   | Payroll Summary - 3-Salary | 185.87   | 0.00    | 2,485.51 |
| Monthly Totals: 101- -55120-204-55010 |         |             |      |                            | 2,485.51 | 0.00    | 2,485.51 |

Fund: 101 General

Account Number : 101- -55120-206

Animal Shelter - Life Insurance

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 6.90   | 0.00    | 6.90    |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 6.90   | 0.00    | 13.80   |
| Monthly Totals: 101- -55120-206 |         |             |      |                            | 13.80  | 0.00    | 13.80   |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 6.90   | 0.00    | 6.90    |
| 02/23/2024                      | 229     |             | PA   | Payroll Summary - 2-Hourly | 6.90   | 0.00    | 13.80   |
| Monthly Totals: 101- -55120-206 |         |             |      |                            | 13.80  | 0.00    | 13.80   |
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 6.30   | 0.00    | 6.30    |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 6.30   | 0.00    | 12.60   |
| Monthly Totals: 101- -55120-206 |         |             |      |                            | 12.60  | 0.00    | 12.60   |

Fund: 101 General

Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description           | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-----------------------------------|--------|---------|---------|
| 01/02/2024                            | 299280  | 299280      | CD   | AMERICAN UNITED LIFE INSURANCE CO | 0.01   | 0.00    | 0.01    |
| 01/12/2024                            | 192     |             | PA   | Payroll Summary - 3-Salary        | 2.30   | 0.00    | 2.31    |
| 01/12/2024                            | 193     |             | PA   | Payroll Summary - 2-Hourly        | 19.89  | 0.00    | 22.20   |
| 01/26/2024                            | 204     |             | PA   | Payroll Summary - 2-Hourly        | 19.89  | 0.00    | 42.09   |
| 01/31/2024                            | 207     |             | PA   | Payroll Summary - 3-Salary        | 2.30   | 0.00    | 44.39   |
| Monthly Totals: 101- -55120-206-55010 |         |             |      |                                   | 44.39  | 0.00    | 44.39   |



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Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description           | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-----------------------------------|--------|---------|---------|
| 02/01/2024                            | 299961  | 299961      | CD   | AMERICAN UNITED LIFE INSURANCE CO | 0.00   | 4.59    | (4.59)  |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly        | 22.19  | 0.00    | 17.60   |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly        | 22.19  | 0.00    | 39.79   |
| Monthly Totals: 101- -55120-206-55010 |         |             |      |                                   | 44.38  | 4.59    | 39.79   |
| 03/01/2024                            | 300760  | 300760      | CD   | AMERICAN UNITED LIFE INSURANCE CO | 0.01   | 0.00    | 0.01    |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly        | 18.17  | 0.00    | 18.18   |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly        | 18.17  | 0.00    | 36.35   |
| Monthly Totals: 101- -55120-206-55010 |         |             |      |                                   | 36.35  | 0.00    | 36.35   |

Fund: 101 General

Account Number : 101- -55120-207

Animal Shelter - Medical Insurance

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 922.94   | 0.00    | 922.94   |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 922.94   | 0.00    | 1,845.88 |
| Monthly Totals: 101- -55120-207 |         |             |      |                            | 1,845.88 | 0.00    | 1,845.88 |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 922.94   | 0.00    | 922.94   |
| 02/23/2024                      | 229     |             | PA   | Payroll Summary - 2-Hourly | 922.94   | 0.00    | 1,845.88 |
| Monthly Totals: 101- -55120-207 |         |             |      |                            | 1,845.88 | 0.00    | 1,845.88 |
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 989.24   | 0.00    | 989.24   |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 989.24   | 0.00    | 1,978.48 |
| Monthly Totals: 101- -55120-207 |         |             |      |                            | 1,978.48 | 0.00    | 1,978.48 |

Fund: 101 General

Account Number : 101- -55120-207-55010

Animal Shelter - Medical Insurance - Animal Shelter

| Date       | Trans # | Reference # | Type | Transaction Description      | Debits   | Credits | Balance  |
|------------|---------|-------------|------|------------------------------|----------|---------|----------|
| 01/02/2024 | 299284  | 299284      | CD   | BLUE CROSS BLUE SHIELD OF TN | 0.00     | 0.02    | (0.02)   |
| 01/12/2024 | 192     |             | PA   | Payroll Summary - 3-Salary   | 328.48   | 0.00    | 328.46   |
| 01/12/2024 | 193     |             | PA   | Payroll Summary - 2-Hourly   | 2,262.54 | 0.00    | 2,591.00 |
| 01/26/2024 | 204     |             | PA   | Payroll Summary - 2-Hourly   | 2,262.54 | 0.00    | 4,853.54 |
| 01/31/2024 | 207     |             | PA   | Payroll Summary - 3-Salary   | 328.48   | 0.00    | 5,182.02 |

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Fund: 101 General

Account Number : 101- -55120-207-55010 Animal Shelter - Medical Insurance - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description      | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|------------------------------|----------|---------|----------|
| Monthly Totals: 101- -55120-207-55010 |         |             |      |                              | 5,182.04 | 0.02    | 5,182.02 |
| 02/01/2024                            | 299966  | 299966      | CD   | BLUE CROSS BLUE SHIELD OF TN | 0.00     | 0.02    | (0.02)   |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly   | 2,528.52 | 0.00    | 2,528.50 |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly   | 2,528.52 | 0.00    | 5,057.02 |
| Monthly Totals: 101- -55120-207-55010 |         |             |      |                              | 5,057.04 | 0.02    | 5,057.02 |
| 03/01/2024                            | 300764  | 300764      | CD   | BLUE CROSS BLUE SHIELD OF TN | 0.00     | 531.98  | (531.98) |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly   | 2,391.56 | 0.00    | 1,859.58 |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly   | 2,391.56 | 0.00    | 4,251.14 |
| Monthly Totals: 101- -55120-207-55010 |         |             |      |                              | 4,783.12 | 531.98  | 4,251.14 |

Fund: 101 General

Account Number : 101- -55120-208 Animal Shelter - Dental Insurance

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 36.24  | 0.00    | 36.24   |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 27.39  | 0.00    | 63.63   |
| Monthly Totals: 101- -55120-208 |         |             |      |                            | 63.63  | 0.00    | 63.63   |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 36.24  | 0.00    | 36.24   |
| 02/23/2024                      | 229     |             | PA   | Payroll Summary - 2-Hourly | 27.39  | 0.00    | 63.63   |
| Monthly Totals: 101- -55120-208 |         |             |      |                            | 63.63  | 0.00    | 63.63   |
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 36.48  | 0.00    | 36.48   |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 27.18  | 0.00    | 63.66   |
| Monthly Totals: 101- -55120-208 |         |             |      |                            | 63.66  | 0.00    | 63.66   |

Fund: 101 General

Account Number : 101- -55120-208-55010 Animal Shelter - Dental Insurance - Animal Shelter

| Date       | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024 | 192     |             | PA   | Payroll Summary - 3-Salary | 12.08  | 0.00    | 12.08   |
| 01/12/2024 | 193     |             | PA   | Payroll Summary - 2-Hourly | 96.64  | 0.00    | 108.72  |
| 01/26/2024 | 204     |             | PA   | Payroll Summary - 2-Hourly | 73.04  | 0.00    | 181.76  |

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Account Number : 101- -55120-208-55010 Animal Shelter - Dental Insurance - Animal Shelter

| Date       | Trans # | Reference # | Type | Transaction Description                      | Debits | Credits | Balance |
|------------|---------|-------------|------|----------------------------------------------|--------|---------|---------|
| 01/31/2024 | 207     |             | PA   | Payroll Summary - 3-Salary                   | 9.13   | 0.00    | 190.89  |
|            |         |             |      | <b>Monthly Totals: 101- -55120-208-55010</b> | 190.89 | 0.00    | 190.89  |
| 02/09/2024 | 219     |             | PA   | Payroll Summary - 2-Hourly                   | 108.72 | 0.00    | 108.72  |
| 02/23/2024 | 229     |             | PA   | Payroll Summary - 2-Hourly                   | 82.17  | 0.00    | 190.89  |
|            |         |             |      | <b>Monthly Totals: 101- -55120-208-55010</b> | 190.89 | 0.00    | 190.89  |
| 03/01/2024 | 300779  | 300779      | CD   | Maury County Self Insurance Fund             | 0.00   | 2.95    | (2.95)  |
| 03/08/2024 | 248     |             | PA   | Payroll Summary - 2-Hourly                   | 97.28  | 0.00    | 94.33   |
| 03/22/2024 | 268     |             | PA   | Payroll Summary - 2-Hourly                   | 72.48  | 0.00    | 166.81  |
|            |         |             |      | <b>Monthly Totals: 101- -55120-208-55010</b> | 169.76 | 2.95    | 166.81  |

Fund: 101 General

Account Number : 101- -55120-209-55010 Animal Shelter - Disability Insurance - Animal Shelter

| Date       | Trans # | Reference # | Type | Transaction Description                      | Debits | Credits | Balance |
|------------|---------|-------------|------|----------------------------------------------|--------|---------|---------|
| 01/02/2024 | 299280  | 299280      | CD   | AMERICAN UNITED LIFE INSURANCE CO            | 80.60  | 0.00    | 80.60   |
|            |         |             |      | <b>Monthly Totals: 101- -55120-209-55010</b> | 80.60  | 0.00    | 80.60   |
| 02/01/2024 | 299961  | 299961      | CD   | AMERICAN UNITED LIFE INSURANCE CO            | 74.50  | 0.00    | 74.50   |
|            |         |             |      | <b>Monthly Totals: 101- -55120-209-55010</b> | 74.50  | 0.00    | 74.50   |
| 03/01/2024 | 300760  | 300760      | CD   | AMERICAN UNITED LIFE INSURANCE CO            | 81.52  | 0.00    | 81.52   |
|            |         |             |      | <b>Monthly Totals: 101- -55120-209-55010</b> | 81.52  | 0.00    | 81.52   |

Fund: 101 General

Account Number : 101- -55120-210 Animal Shelter - Unemployment Compensation

| Date       | Trans # | Reference # | Type | Transaction Description                | Debits | Credits | Balance |
|------------|---------|-------------|------|----------------------------------------|--------|---------|---------|
| 01/12/2024 | 193     |             | PA   | Payroll Summary - 2-Hourly             | 16.83  | 0.00    | 16.83   |
| 01/26/2024 | 204     |             | PA   | Payroll Summary - 2-Hourly             | 14.42  | 0.00    | 31.25   |
|            |         |             |      | <b>Monthly Totals: 101- -55120-210</b> | 31.25  | 0.00    | 31.25   |
| 02/09/2024 | 219     |             | PA   | Payroll Summary - 2-Hourly             | 14.39  | 0.00    | 14.39   |
| 02/23/2024 | 229     |             | PA   | Payroll Summary - 2-Hourly             | 12.15  | 0.00    | 26.54   |
|            |         |             |      | <b>Monthly Totals: 101- -55120-210</b> | 26.54  | 0.00    | 26.54   |

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Animal Shelter - Unemployment Compensation

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 5.21   | 0.00    | 5.21    |
| Monthly Totals: 101- -55120-210 |         |             |      |                            | 5.21   | 0.00    | 5.21    |

Fund: 101 General

Account Number : 101- -55120-210-55010

Animal Shelter - Unemployment Compensation - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                            | 192     |             | PA   | Payroll Summary - 3-Salary | 7.95   | 0.00    | 7.95    |
| 01/12/2024                            | 193     |             | PA   | Payroll Summary - 2-Hourly | 42.53  | 0.00    | 50.48   |
| 01/26/2024                            | 204     |             | PA   | Payroll Summary - 2-Hourly | 46.17  | 0.00    | 96.65   |
| 01/31/2024                            | 207     |             | PA   | Payroll Summary - 3-Salary | 13.05  | 0.00    | 109.70  |
| Monthly Totals: 101- -55120-210-55010 |         |             |      |                            | 109.70 | 0.00    | 109.70  |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly | 40.95  | 0.00    | 40.95   |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly | 37.87  | 0.00    | 78.82   |
| Monthly Totals: 101- -55120-210-55010 |         |             |      |                            | 78.82  | 0.00    | 78.82   |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly | 30.09  | 0.00    | 30.09   |
| 03/15/2024                            | 249     |             | PA   | Payroll Summary - 3-Salary | 12.00  | 0.00    | 42.09   |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly | 12.06  | 0.00    | 54.15   |
| 03/28/2024                            | 269     |             | PA   | Payroll Summary - 3-Salary | 8.00   | 0.00    | 62.15   |
| Monthly Totals: 101- -55120-210-55010 |         |             |      |                            | 62.15  | 0.00    | 62.15   |

Fund: 101 General

Account Number : 101- -55120-212

Animal Shelter - Employer Medicare

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                      | 193     |             | PA   | Payroll Summary - 2-Hourly | 80.30  | 0.00    | 80.30   |
| 01/26/2024                      | 204     |             | PA   | Payroll Summary - 2-Hourly | 68.60  | 0.00    | 148.90  |
| Monthly Totals: 101- -55120-212 |         |             |      |                            | 148.90 | 0.00    | 148.90  |
| 02/09/2024                      | 219     |             | PA   | Payroll Summary - 2-Hourly | 68.48  | 0.00    | 68.48   |
| 02/23/2024                      | 229     |             | PA   | Payroll Summary - 2-Hourly | 59.88  | 0.00    | 128.36  |
| Monthly Totals: 101- -55120-212 |         |             |      |                            | 128.36 | 0.00    | 128.36  |

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Fund: 101 General

Account Number : 101- -55120-212

Animal Shelter - Employer Medicare

| Date                            | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 03/08/2024                      | 248     |             | PA   | Payroll Summary - 2-Hourly | 70.40  | 0.00    | 70.40   |
| 03/22/2024                      | 268     |             | PA   | Payroll Summary - 2-Hourly | 61.34  | 0.00    | 131.74  |
| Monthly Totals: 101- -55120-212 |         |             |      |                            | 131.74 | 0.00    | 131.74  |

Fund: 101 General

Account Number : 101- -55120-212-55010

Animal Shelter - Employer Medicare - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/12/2024                            | 192     |             | PA   | Payroll Summary - 3-Salary | 38.43  | 0.00    | 38.43   |
| 01/12/2024                            | 193     |             | PA   | Payroll Summary - 2-Hourly | 201.84 | 0.00    | 240.27  |
| 01/26/2024                            | 204     |             | PA   | Payroll Summary - 2-Hourly | 219.34 | 0.00    | 459.61  |
| 01/31/2024                            | 207     |             | PA   | Payroll Summary - 3-Salary | 115.29 | 0.00    | 574.90  |
| Monthly Totals: 101- -55120-212-55010 |         |             |      |                            | 574.90 | 0.00    | 574.90  |
| 02/09/2024                            | 219     |             | PA   | Payroll Summary - 2-Hourly | 194.02 | 0.00    | 194.02  |
| 02/23/2024                            | 229     |             | PA   | Payroll Summary - 2-Hourly | 214.46 | 0.00    | 408.48  |
| Monthly Totals: 101- -55120-212-55010 |         |             |      |                            | 408.48 | 0.00    | 408.48  |
| 03/08/2024                            | 248     |             | PA   | Payroll Summary - 2-Hourly | 218.66 | 0.00    | 218.66  |
| 03/15/2024                            | 249     |             | PA   | Payroll Summary - 3-Salary | 58.00  | 0.00    | 276.66  |
| 03/22/2024                            | 268     |             | PA   | Payroll Summary - 2-Hourly | 198.79 | 0.00    | 475.45  |
| 03/28/2024                            | 269     |             | PA   | Payroll Summary - 3-Salary | 38.67  | 0.00    | 514.12  |
| Monthly Totals: 101- -55120-212-55010 |         |             |      |                            | 514.12 | 0.00    | 514.12  |

Fund: 101 General

Account Number : 101- -55120-317-55010

Animal Shelter - Data Processing Services - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|-------------------------|----------|---------|----------|
| 02/13/2024                            | 300447  | 300447      | CD   | FIRST HORIZON BANK      | 2,550.00 | 0.00    | 2,550.00 |
| Monthly Totals: 101- -55120-317-55010 |         |             |      |                         | 2,550.00 | 0.00    | 2,550.00 |

Fund: 101 General

Account Number : 101- -55120-335-55010

Animal Shelter - Maintenance And Repair Services-Buildings - Animal

| Date | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|------|---------|-------------|------|-------------------------|--------|---------|---------|
|------|---------|-------------|------|-------------------------|--------|---------|---------|



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Fund: 101 General

Account Number : 101- -55120-335-55010

Animal Shelter - Maintenance And Repair Services-Buildings - Animal

| Date                                  | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-------------------------|--------|---------|---------|
| 01/23/2024                            | 299755  | 299755      | CD   | David's Lock & Key Inc  | 246.00 | 0.00    | 246.00  |
| Monthly Totals: 101- -55120-335-55010 |         |             |      |                         | 246.00 | 0.00    | 246.00  |
| 03/12/2024                            | 301066  | 301066      | CD   | City Of Columbia        | 30.00  | 0.00    | 30.00   |
| Monthly Totals: 101- -55120-335-55010 |         |             |      |                         | 30.00  | 0.00    | 30.00   |

Fund: 101 General

Account Number : 101- -55120-336-55010

Animal Shelter - Maintenance And Repair Services-Equipment - Animal

| Date                                  | Trans # | Reference # | Type | Transaction Description        | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|--------------------------------|--------|---------|---------|
| 03/14/2024                            | 301170  | 301170      | CD   | State Systems Inc              | 75.00  | 0.00    | 75.00   |
| 03/28/2024                            | 301455  | Rem Laundry | CD   | Void payment number 301455     | 0.00   | 90.00   | (15.00) |
| 03/28/2024                            | 301455  | 301455      | CD   | Rem Laundry Services/Tennessee | 90.00  | 0.00    | 75.00   |
| 03/28/2024                            | 301456  | 301455      | CD   | Rem Laundry Services/Tennessee | 90.00  | 0.00    | 165.00  |
| Monthly Totals: 101- -55120-336-55010 |         |             |      |                                | 255.00 | 90.00   | 165.00  |

Fund: 101 General

Account Number : 101- -55120-338

Animal Shelter - Maintenance And Repair Services-Vehicles

| Date                            | Trans # | Reference # | Type | Transaction Description      | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|------------------------------|--------|---------|---------|
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 90.00  | 0.00    | 90.00   |
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 399.00 | 0.00    | 489.00  |
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 150.00 | 0.00    | 639.00  |
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 122.00 | 0.00    | 761.00  |
| Monthly Totals: 101- -55120-338 |         |             |      |                              | 761.00 | 0.00    | 761.00  |

Fund: 101 General

Account Number : 101- -55120-349-55010

Animal Shelter - Printing, Stationery And Forms - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-------------------------|--------|---------|---------|
| 03/12/2024                            | 301124  | 301124      | CD   | Woodward & Stinson Inc  | 50.00  | 0.00    | 50.00   |
| Monthly Totals: 101- -55120-349-55010 |         |             |      |                         | 50.00  | 0.00    | 50.00   |

Fund: 101 General

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Account Number : **101- -55120-357-55010**

**Animal Shelter - Veterinary Services - Animal Shelter**

| Date                                         | Trans # | Reference #          | Type | Transaction Description       | Debits   | Credits  | Balance    |
|----------------------------------------------|---------|----------------------|------|-------------------------------|----------|----------|------------|
| 01/09/2024                                   | 299445  | 299445               | CD   | Maury Co Veterinary Hospital  | 53.50    | 0.00     | 53.50      |
| 01/09/2024                                   | 299445  | 299445               | CD   | Maury Co Veterinary Hospital  | 159.00   | 0.00     | 212.50     |
| 01/11/2024                                   | 299721  | 299721               | CD   | TENNSOUTH VETERINARY SERVICES | 1,800.00 | 0.00     | 2,012.50   |
| <b>Monthly Totals: 101- -55120-357-55010</b> |         |                      |      |                               | 2,012.50 | 0.00     | 2,012.50   |
| 02/22/2024                                   | 300609  | 300609               | CD   | Maury Co Veterinary Hospital  | 156.00   | 0.00     | 156.00     |
| 02/27/2024                                   | 300679  | 300679               | CD   | Maury Co Veterinary Hospital  | 78.00    | 0.00     | 234.00     |
| 02/27/2024                                   | 300700  | 300700               | CD   | TENNSOUTH VETERINARY SERVICES | 755.50   | 0.00     | 989.50     |
| 02/27/2024                                   | 300700  | 300700               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | 1,589.50   |
| 02/27/2024                                   | 300700  | 300700               | CD   | TENNSOUTH VETERINARY SERVICES | 690.00   | 0.00     | 2,279.50   |
| 02/27/2024                                   | 300700  | 300700               | CD   | TENNSOUTH VETERINARY SERVICES | 2,400.00 | 0.00     | 4,679.50   |
| <b>Monthly Totals: 101- -55120-357-55010</b> |         |                      |      |                               | 4,679.50 | 0.00     | 4,679.50   |
| 03/07/2024                                   | 301038  | 301038               | CD   | Zoetis US, LLC                | 125.00   | 0.00     | 125.00     |
| 03/28/2024                                   | 301462  | TENNSOUTH VETERINARY | CD   | Void payment number 301462    | 0.00     | 850.00   | (725.00)   |
| 03/28/2024                                   | 301462  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | (125.00)   |
| 03/28/2024                                   | 301462  | TENNSOUTH VETERINARY | CD   | Void payment number 301462    | 0.00     | 600.00   | (725.00)   |
| 03/28/2024                                   | 301462  | TENNSOUTH VETERINARY | CD   | Void payment number 301462    | 0.00     | 600.00   | (1,325.00) |
| 03/28/2024                                   | 301462  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 850.00   | 0.00     | (475.00)   |
| 03/28/2024                                   | 301462  | TENNSOUTH VETERINARY | CD   | Void payment number 301462    | 0.00     | 600.00   | (1,075.00) |
| 03/28/2024                                   | 301462  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | (475.00)   |
| 03/28/2024                                   | 301462  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | 125.00     |
| 03/28/2024                                   | 301463  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | 725.00     |
| 03/28/2024                                   | 301463  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 850.00   | 0.00     | 1,575.00   |
| 03/28/2024                                   | 301463  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | 2,175.00   |
| 03/28/2024                                   | 301463  | 301462               | CD   | TENNSOUTH VETERINARY SERVICES | 600.00   | 0.00     | 2,775.00   |
| <b>Monthly Totals: 101- -55120-357-55010</b> |         |                      |      |                               | 5,425.00 | 2,650.00 | 2,775.00   |

Fund: **101** General

Account Number : **101- -55120-359-55010**

**Animal Shelter - Disposal Fees - Animal Shelter**

| Date                                         | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|----------------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/25/2024                                   | 299848  | 299848      | CD   | Columbia Power & Water Sys | 196.00 | 0.00    | 196.00  |
| <b>Monthly Totals: 101- -55120-359-55010</b> |         |             |      |                            | 196.00 | 0.00    | 196.00  |

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Fund: 101 General

Account Number : 101- -55120-359-55010

Animal Shelter - Disposal Fees - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 02/06/2024                            | 300124  | 300124      | CD   | City Of Columbia           | 100.00 | 0.00    | 100.00  |
| 02/27/2024                            | 300657  | 300657      | CD   | Columbia Power & Water Sys | 196.00 | 0.00    | 296.00  |
| Monthly Totals: 101- -55120-359-55010 |         |             |      |                            | 296.00 | 0.00    | 296.00  |
| 03/07/2024                            | 301001  | 301001      | CD   | FAMILY PALS                | 500.00 | 0.00    | 500.00  |
| 03/26/2024                            | 301355  | 301355      | CD   | Columbia Power & Water Sys | 196.00 | 0.00    | 696.00  |
| Monthly Totals: 101- -55120-359-55010 |         |             |      |                            | 696.00 | 0.00    | 696.00  |

Fund: 101 General

Account Number : 101- -55120-399-55010

Animal Shelter - Other Contracted Services - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-------------------------|--------|---------|---------|
| 02/13/2024                            | 300445  | 300445      | CD   | FAMILY PALS             | 700.00 | 0.00    | 700.00  |
| Monthly Totals: 101- -55120-399-55010 |         |             |      |                         | 700.00 | 0.00    | 700.00  |

Fund: 101 General

Account Number : 101- -55120-401-55010

Animal Shelter - Animal Food And Supplies - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-------------------------|--------|---------|---------|
| 02/13/2024                            | 300447  | 300447      | CD   | FIRST HORIZON BANK      | 299.80 | 0.00    | 299.80  |
| 02/13/2024                            | 300447  | 300447      | CD   | FIRST HORIZON BANK      | 299.80 | 0.00    | 599.60  |
| Monthly Totals: 101- -55120-401-55010 |         |             |      |                         | 599.60 | 0.00    | 599.60  |

Fund: 101 General

Account Number : 101- -55120-410-55010

Animal Shelter - Custodial Supplies - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description          | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------------|----------|---------|----------|
| 01/09/2024                            | 299432  | 299432      | CD   | Lowe's Companies Inc. ANM        | 121.31   | 0.00    | 121.31   |
| 01/23/2024                            | 299734  | 299734      | CD   | Amazon Capital Services Inc      | 204.55   | 0.00    | 325.86   |
| 01/23/2024                            | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc   | 1,678.92 | 0.00    | 2,004.78 |
| Monthly Totals: 101- -55120-410-55010 |         |             |      |                                  | 2,004.78 | 0.00    | 2,004.78 |
| 02/06/2024                            | 300109  | 300109      | CD   | Amazon Capital Services Inc      | 317.99   | 0.00    | 317.99   |
| 02/29/2024                            | 300735  | 300735      | CD   | Midwest Veterinary Supply, Inc   | 1,679.67 | 0.00    | 1,997.66 |
| 02/29/2024                            | 300753  | 300753      | CD   | UNITED FARM AND HOME COOPERATIVE | 380.00   | 0.00    | 2,377.66 |

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Account Number : 101- -55120-410-55010 Animal Shelter - Custodial Supplies - Animal Shelter

| Date                                  | Trans # | Reference #                 | Type | Transaction Description     | Debits   | Credits | Balance  |
|---------------------------------------|---------|-----------------------------|------|-----------------------------|----------|---------|----------|
| Monthly Totals: 101- -55120-410-55010 |         |                             |      |                             | 2,377.66 | 0.00    | 2,377.66 |
| 03/07/2024                            | 301011  | 301011                      | CD   | Lowe's Companies Inc CM     | 408.62   | 0.00    | 408.62   |
| 03/21/2024                            | 301324  | 301324                      | CD   | Lowe's Companies Inc. ANM   | 147.69   | 0.00    | 556.31   |
| 03/28/2024                            | 301403  | Amazon Capital Services Inc | CD   | Void payment number 301403  | 0.00     | 982.44  | (426.13) |
| 03/28/2024                            | 301403  | 301403                      | CD   | Amazon Capital Services Inc | 982.44   | 0.00    | 556.31   |
| 03/28/2024                            | 301404  | 301403                      | CD   | Amazon Capital Services Inc | 982.44   | 0.00    | 1,538.75 |
| Monthly Totals: 101- -55120-410-55010 |         |                             |      |                             | 2,521.19 | 982.44  | 1,538.75 |

Fund: 101 General

Account Number : 101- -55120-413-55010 Animal Shelter - Drugs And Medical Supplies - Animal Shelter

| Date       | Trans # | Reference # | Type | Transaction Description        | Debits   | Credits | Balance  |
|------------|---------|-------------|------|--------------------------------|----------|---------|----------|
| 01/23/2024 | 299732  | 299732      | CD   | Airgas Usa, Llc                | 114.69   | 0.00    | 114.69   |
| 01/23/2024 | 299754  | 299754      | CD   | COVETRUS NORTH AMERICA         | 15.04    | 0.00    | 129.73   |
| 01/23/2024 | 299754  | 299754      | CD   | COVETRUS NORTH AMERICA         | 58.26    | 0.00    | 187.99   |
| 01/23/2024 | 299754  | 299754      | CD   | COVETRUS NORTH AMERICA         | 121.01   | 0.00    | 309.00   |
| 01/23/2024 | 299754  | 299754      | CD   | COVETRUS NORTH AMERICA         | 315.83   | 0.00    | 624.83   |
| 01/23/2024 | 299754  | 299754      | CD   | COVETRUS NORTH AMERICA         | 327.42   | 0.00    | 952.25   |
| 01/23/2024 | 299764  | 299764      | CD   | IDEXX DISTRIBUTION INC         | 800.40   | 0.00    | 1,752.65 |
| 01/23/2024 | 299764  | 299764      | CD   | IDEXX DISTRIBUTION INC         | 277.50   | 0.00    | 2,030.15 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 314.66   | 0.00    | 2,344.81 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 29.84    | 0.00    | 2,374.65 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 416.00   | 0.00    | 2,790.65 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 1,246.89 | 0.00    | 4,037.54 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 208.40   | 0.00    | 4,245.94 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 187.24   | 0.00    | 4,433.18 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 893.37   | 0.00    | 5,326.55 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 293.75   | 0.00    | 5,620.30 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 45.21    | 0.00    | 5,665.51 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 209.15   | 0.00    | 5,874.66 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 11.05    | 0.00    | 5,885.71 |
| 01/23/2024 | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 785.34   | 0.00    | 6,671.05 |

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Animal Shelter - Drugs And Medical Supplies - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description        | Debits    | Credits | Balance   |
|---------------------------------------|---------|-------------|------|--------------------------------|-----------|---------|-----------|
| 01/23/2024                            | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 279.05    | 0.00    | 6,950.10  |
| 01/23/2024                            | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 217.28    | 0.00    | 7,167.38  |
| 01/23/2024                            | 299786  | 299786      | CD   | Midwest Veterinary Supply, Inc | 3.64      | 0.00    | 7,171.02  |
| 01/23/2024                            | 299813  | 299813      | CD   | Wedgewood Village Pharmacy Inc | 304.50    | 0.00    | 7,475.52  |
| 01/23/2024                            | 299813  | 299813      | CD   | Wedgewood Village Pharmacy Inc | 59.75     | 0.00    | 7,535.27  |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 205.60    | 0.00    | 7,740.87  |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 1,506.24  | 0.00    | 9,247.11  |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 178.50    | 0.00    | 9,425.61  |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 727.50    | 0.00    | 10,153.11 |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 311.14    | 0.00    | 10,464.25 |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 135.00    | 0.00    | 10,599.25 |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 573.00    | 0.00    | 11,172.25 |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 952.89    | 0.00    | 12,125.14 |
| 01/23/2024                            | 299814  | 299814      | CD   | Zoetis US, LLC                 | 216.00    | 0.00    | 12,341.14 |
| Monthly Totals: 101- -55120-413-55010 |         |             |      |                                | 12,341.14 | 0.00    | 12,341.14 |
| 02/13/2024                            | 300478  | 300478      | CD   | Midwest Veterinary Supply, Inc | 1,233.89  | 0.00    | 1,233.89  |
| 02/22/2024                            | 300586  | 300586      | CD   | Airgas Usa, Llc                | 114.69    | 0.00    | 1,348.58  |
| 02/22/2024                            | 300615  | 300615      | CD   | Midwest Veterinary Supply, Inc | 227.19    | 0.00    | 1,575.77  |
| 02/22/2024                            | 300615  | 300615      | CD   | Midwest Veterinary Supply, Inc | 399.30    | 0.00    | 1,975.07  |
| 02/22/2024                            | 300615  | 300615      | CD   | Midwest Veterinary Supply, Inc | 220.10    | 0.00    | 2,195.17  |
| 02/22/2024                            | 300631  | 300631      | CD   | Wedgewood Village Pharmacy Inc | 315.00    | 0.00    | 2,510.17  |
| 02/27/2024                            | 300682  | 300682      | CD   | Midwest Veterinary Supply, Inc | 211.78    | 0.00    | 2,721.95  |
| 02/27/2024                            | 300682  | 300682      | CD   | Midwest Veterinary Supply, Inc | 43.31     | 0.00    | 2,765.26  |
| 02/27/2024                            | 300710  | 300710      | CD   | Zoetis US, LLC                 | 1,228.75  | 0.00    | 3,994.01  |
| Monthly Totals: 101- -55120-413-55010 |         |             |      |                                | 3,994.01  | 0.00    | 3,994.01  |
| 03/07/2024                            | 301017  | 301017      | CD   | Midwest Veterinary Supply, Inc | 748.96    | 0.00    | 748.96    |
| 03/07/2024                            | 301017  | 301017      | CD   | Midwest Veterinary Supply, Inc | 109.03    | 0.00    | 857.99    |
| 03/12/2024                            | 301083  | 301083      | CD   | FIRST HORIZON BANK             | 315.00    | 0.00    | 1,172.99  |
| 03/12/2024                            | 301083  | 301083      | CD   | FIRST HORIZON BANK             | 150.00    | 0.00    | 1,322.99  |
| 03/12/2024                            | 301113  | 301113      | CD   | Midwest Veterinary Supply, Inc | 2,468.41  | 0.00    | 3,791.40  |
| 03/12/2024                            | 301113  | 301113      | CD   | Midwest Veterinary Supply, Inc | 7.75      | 0.00    | 3,799.15  |



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Maury County Finance Department  
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Fund: 101 General

Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

| Date                                  | Trans # | Reference #    | Type | Transaction Description    | Debits   | Credits  | Balance  |
|---------------------------------------|---------|----------------|------|----------------------------|----------|----------|----------|
| 03/14/2024                            | 301153  | 301153         | CD   | IDEXX DISTRIBUTION INC     | 521.85   | 0.00     | 4,321.00 |
| 03/14/2024                            | 301153  | 301153         | CD   | IDEXX DISTRIBUTION INC     | 177.84   | 0.00     | 4,498.84 |
| 03/19/2024                            | 301215  | 301215         | CD   | Airgas Usa, Llc            | 114.69   | 0.00     | 4,613.53 |
| 03/28/2024                            | 301471  | Zoetis US, LLC | CD   | Void payment number 301471 | 0.00     | 2,267.00 | 2,346.53 |
| 03/28/2024                            | 301471  | 301471         | CD   | Zoetis US, LLC             | 2,267.00 | 0.00     | 4,613.53 |
| 03/28/2024                            | 301472  | 301471         | CD   | Zoetis US, LLC             | 2,267.00 | 0.00     | 6,880.53 |
| Monthly Totals: 101- -55120-413-55010 |         |                |      |                            | 9,147.53 | 2,267.00 | 6,880.53 |

Fund: 101 General

Account Number : 101- -55120-415-55010

Animal Shelter - Electricity - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------|----------|---------|----------|
| 01/25/2024                            | 299848  | 299848      | CD   | Columbia Power & Water Sys | 1,722.13 | 0.00    | 1,722.13 |
| Monthly Totals: 101- -55120-415-55010 |         |             |      |                            | 1,722.13 | 0.00    | 1,722.13 |
| 02/27/2024                            | 300657  | 300657      | CD   | Columbia Power & Water Sys | 1,669.66 | 0.00    | 1,669.66 |
| Monthly Totals: 101- -55120-415-55010 |         |             |      |                            | 1,669.66 | 0.00    | 1,669.66 |
| 03/26/2024                            | 301355  | 301355      | CD   | Columbia Power & Water Sys | 1,677.59 | 0.00    | 1,677.59 |
| Monthly Totals: 101- -55120-415-55010 |         |             |      |                            | 1,677.59 | 0.00    | 1,677.59 |

Fund: 101 General

Account Number : 101- -55120-425

Animal Shelter - Gasoline

| Date                            | Trans # | Reference # | Type | Transaction Description      | Debits   | Credits | Balance  |
|---------------------------------|---------|-------------|------|------------------------------|----------|---------|----------|
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 1,097.00 | 0.00    | 1,097.00 |
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 949.00   | 0.00    | 2,046.00 |
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 859.00   | 0.00    | 2,905.00 |
| 03/19/2024                      | 301264  | 301264      | CD   | Maury Co Central Maintenance | 893.00   | 0.00    | 3,798.00 |
| Monthly Totals: 101- -55120-425 |         |             |      |                              | 3,798.00 | 0.00    | 3,798.00 |

Fund: 101 General

Account Number : 101- -55120-425-55010

Animal Shelter - Gasoline - Animal Shelter

| Date | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|------|---------|-------------|------|-------------------------|--------|---------|---------|
|------|---------|-------------|------|-------------------------|--------|---------|---------|

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Fund: 101 General

Account Number : 101- -55120-425-55010 Animal Shelter - Gasoline - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description      | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|------------------------------|--------|---------|---------|
| 03/19/2024                            | 301264  | 301264      | CD   | Maury Co Central Maintenance | 44.00  | 0.00    | 44.00   |
| Monthly Totals: 101- -55120-425-55010 |         |             |      |                              | 44.00  | 0.00    | 44.00   |

Fund: 101 General

Account Number : 101- -55120-434-55010 Animal Shelter - Natural Gas - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|-------------------------|----------|---------|----------|
| 02/01/2024                            | 300010  | 300010      | CD   | AMERIGAS PROPANE LP     | 3,186.62 | 0.00    | 3,186.62 |
| Monthly Totals: 101- -55120-434-55010 |         |             |      |                         | 3,186.62 | 0.00    | 3,186.62 |

Fund: 101 General

Account Number : 101- -55120-435-55010 Animal Shelter - Office Supplies - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description     | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-----------------------------|--------|---------|---------|
| 01/02/2024                            | 299243  | 299243      | CD   | Amazon Capital Services Inc | 0.00   | 78.51   | (78.51) |
| Monthly Totals: 101- -55120-435-55010 |         |             |      |                             | 0.00   | 78.51   | (78.51) |

Fund: 101 General

Account Number : 101- -55120-451 Animal Shelter - Uniforms

| Date                            | Trans # | Reference # | Type | Transaction Description | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|-------------------------|--------|---------|---------|
| 02/13/2024                      | 300456  | 300456      | CD   | Impressions             | 142.64 | 0.00    | 142.64  |
| 02/22/2024                      | 300601  | 300601      | CD   | Impressions             | 611.76 | 0.00    | 754.40  |
| Monthly Totals: 101- -55120-451 |         |             |      |                         | 754.40 | 0.00    | 754.40  |

Fund: 101 General

Account Number : 101- -55120-454-55010 Animal Shelter - Water And Sewer - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 01/25/2024                            | 299848  | 299848      | CD   | Columbia Power & Water Sys | 795.86 | 0.00    | 795.86  |
| Monthly Totals: 101- -55120-454-55010 |         |             |      |                            | 795.86 | 0.00    | 795.86  |
| 02/27/2024                            | 300657  | 300657      | CD   | Columbia Power & Water Sys | 799.24 | 0.00    | 799.24  |
| Monthly Totals: 101- -55120-454-55010 |         |             |      |                            | 799.24 | 0.00    | 799.24  |

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Fund: 101 General

Account Number : 101- -55120-454-55010 Animal Shelter - Water And Sewer - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description    | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|----------------------------|--------|---------|---------|
| 03/26/2024                            | 301355  | 301355      | CD   | Columbia Power & Water Sys | 795.86 | 0.00    | 795.86  |
| Monthly Totals: 101- -55120-454-55010 |         |             |      |                            | 795.86 | 0.00    | 795.86  |

Fund: 101 General

Account Number : 101- -55120-499-55010 Animal Shelter - Other Supplies And Materials - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description          | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|----------------------------------|----------|---------|----------|
| 01/09/2024                            | 299474  | 299474      | CD   | UNITED FARM AND HOME COOPERATIVE | 503.00   | 0.00    | 503.00   |
| 01/11/2024                            | 299692  | 299692      | CD   | FIRST HORIZON BANK               | 212.08   | 0.00    | 715.08   |
| 01/11/2024                            | 299692  | 299692      | CD   | FIRST HORIZON BANK               | 330.32   | 0.00    | 1,045.40 |
| Monthly Totals: 101- -55120-499-55010 |         |             |      |                                  | 1,045.40 | 0.00    | 1,045.40 |
| 02/22/2024                            | 300587  | 300587      | CD   | Amazon Capital Services Inc      | 148.59   | 0.00    | 148.59   |
| Monthly Totals: 101- -55120-499-55010 |         |             |      |                                  | 148.59   | 0.00    | 148.59   |

Fund: 101 General

Account Number : 101- -55120-524 Animal Shelter - Training, In-Service, Staff Development

| Date                            | Trans # | Reference # | Type | Transaction Description | Debits   | Credits | Balance  |
|---------------------------------|---------|-------------|------|-------------------------|----------|---------|----------|
| 01/30/2024                      | 299920  | 299920      | CD   | HR Solutions by Design  | 2,250.00 | 0.00    | 2,250.00 |
| Monthly Totals: 101- -55120-524 |         |             |      |                         | 2,250.00 | 0.00    | 2,250.00 |

Fund: 101 General

Account Number : 101- -55120-524-55010 Animal Shelter - Training, In-Service, Staff Development - Animal

| Date                                  | Trans # | Reference #        | Type | Transaction Description                        | Debits | Credits | Balance  |
|---------------------------------------|---------|--------------------|------|------------------------------------------------|--------|---------|----------|
| 01/23/2024                            | 299796  | 299796             | CD   | Skillpath Seminars                             | 334.90 | 0.00    | 334.90   |
| Monthly Totals: 101- -55120-524-55010 |         |                    |      |                                                | 334.90 | 0.00    | 334.90   |
| 02/22/2024                            | 299796  | Skillpath Seminars | CD   | Void payment number 299796                     | 0.00   | 334.90  | (334.90) |
| 02/22/2024                            | 300619  | 300619             | CD   | Skillpath Seminars                             | 334.90 | 0.00    | 0.00     |
| Monthly Totals: 101- -55120-524-55010 |         |                    |      |                                                | 334.90 | 334.90  | 0.00     |
| 03/12/2024                            | 301053  | 301053             | CD   | Animal Care & Control Association Of Tennessee | 250.00 | 0.00    | 250.00   |
| 03/12/2024                            | 301053  | 301053             | CD   | Animal Care & Control Association Of Tennessee | 250.00 | 0.00    | 500.00   |

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Created By: LGC

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Fund: 101 General

Account Number : 101- -55120-524-55010

Animal Shelter - Training, In-Service, Staff Development - Animal

| Date                                  | Trans # | Reference # | Type | Transaction Description                        | Debits   | Credits | Balance  |
|---------------------------------------|---------|-------------|------|------------------------------------------------|----------|---------|----------|
| 03/12/2024                            | 301053  | 301053      | CD   | Animal Care & Control Association Of Tennessee | 250.00   | 0.00    | 750.00   |
| 03/12/2024                            | 301053  | 301053      | CD   | Animal Care & Control Association Of Tennessee | 250.00   | 0.00    | 1,000.00 |
| Monthly Totals: 101- -55120-524-55010 |         |             |      |                                                | 1,000.00 | 0.00    | 1,000.00 |

Fund: 101 General

Account Number : 101- -55120-711-55010

Animal Shelter - Furniture And Fixtures - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description     | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-----------------------------|--------|---------|---------|
| 02/22/2024                            | 300587  | 300587      | CD   | Amazon Capital Services Inc | 328.87 | 0.00    | 328.87  |
| Monthly Totals: 101- -55120-711-55010 |         |             |      |                             | 328.87 | 0.00    | 328.87  |

Fund: 101 General

Account Number : 101- -55120-719-55010

Animal Shelter - Office Equipment - Animal Shelter

| Date                                  | Trans # | Reference # | Type | Transaction Description     | Debits | Credits | Balance |
|---------------------------------------|---------|-------------|------|-----------------------------|--------|---------|---------|
| 02/22/2024                            | 300587  | 300587      | CD   | Amazon Capital Services Inc | 199.73 | 0.00    | 199.73  |
| Monthly Totals: 101- -55120-719-55010 |         |             |      |                             | 199.73 | 0.00    | 199.73  |

Fund: 101 General

Account Number : 101- -55120-790

Animal Shelter - Other Equipment

| Date                            | Trans # | Reference # | Type | Transaction Description   | Debits | Credits | Balance |
|---------------------------------|---------|-------------|------|---------------------------|--------|---------|---------|
| 01/09/2024                      | 299432  | 299432      | CD   | Lowe's Companies Inc. ANM | 222.14 | 0.00    | 222.14  |
| 01/09/2024                      | 299432  | 299432      | CD   | Lowe's Companies Inc. ANM | 51.35  | 0.00    | 273.49  |
| 01/11/2024                      | 299708  | 299708      | CD   | Lowe's Companies Inc. ANM | 214.26 | 0.00    | 487.75  |
| Monthly Totals: 101- -55120-790 |         |             |      |                           | 487.75 | 0.00    | 487.75  |

Fund: 101 General

Account Number : 101- -55120-790-55010

Animal Shelter - Other Equipment - Animal Shelter

| Date       | Trans # | Reference # | Type | Transaction Description     | Debits | Credits | Balance |
|------------|---------|-------------|------|-----------------------------|--------|---------|---------|
| 03/07/2024 | 300983  | 300983      | CD   | Amazon Capital Services Inc | 180.97 | 0.00    | 180.97  |
| 03/07/2024 | 300983  | 300983      | CD   | Amazon Capital Services Inc | 204.98 | 0.00    | 385.95  |

| Fund:                                 | 101     | General          |                                                   |                         |            |          |         |
|---------------------------------------|---------|------------------|---------------------------------------------------|-------------------------|------------|----------|---------|
| Account Number :                      | 101-    | -55120-790-55010 | Animal Shelter - Other Equipment - Animal Shelter |                         |            |          |         |
| Date                                  | Trans # | Reference #      | Type                                              | Transaction Description | Debits     | Credits  | Balance |
| Monthly Totals: 101- -55120-790-55010 |         |                  |                                                   |                         | 385.95     | 0.00     | 385.95  |
| Fund Totals:                          |         | 101              |                                                   |                         | 246,869.71 | 6,942.41 |         |



# Animal Shelter

PREPARED BY:

DATE:

PROJECT # 2024

1-12-24

Robin + Johnnie - 2 Hr. each - repairing  
faucet in breakroom #65.97 05.97

2/13/24

Johnnie + Robin 2 hr each  
sinks (2) repairs 11.99, 109.95  
faucet

2-28-24

Johnnie + Robin 1 Hr. each  
repair lights

2-29-24

Johnnie + Robin 2 Hr. each  
repair lights

CBG-366

THANK YOU FOR SHOPPING AT  
COLUMBIA HARDWARE LLC  
112 E JAMES CAMPBELL BLVD STE D  
COLUMBIA, TN 38401  
ACECOLUMBIA.COM  
(931) 388-1272

01/12/24 8:52AM BKJ 552 SALE

207 1 EA 5.99 EA N  
TODL DUMP BIN RED \$ 5.99 5.99  
4036885 1 EA 18.99 EA N  
FCT HANDLE H/C DELEX *Returned* 18.99

SUB-TOTAL:\$ 24.98 TAX: \$ .00

CHARGE AMT: 24.98 TOTAL: \$ ~~24.98~~



==> JRNL# C40358 INV#207794  
CUST NO: 7510  
ACE REWARDS ID # 19801086722

Customer Copy

*animal shelter*

*Robin Walker*

Name: X  
ROBIN WALKER  
Acct: MAURY COUNTY COURTHOUSE \*  
PO#: CBG-366

\*\*\*\*\*  
Tell us about your experience  
today and Enter to win a \$50  
gift card!  
\*\*\*\*\*

To participate  
\* Visit: TalkToAceHardware.com  
or text HELPFUL to 223439

\* This survey invitation is  
valid for 72 hours

\* Store # 17828  
\* Survey approximately 5 mins

No purchase necessary.  
Must be 18 or older to  
enter sweepstakes. Void  
where prohibited. See rules  
at: TalkToAceHardware.com

CBG-366

THANK YOU FOR SHOPPING AT  
COLUMBIA HARDWARE LLC  
112 E JAMES CAMPBELL BLVD STE D  
COLUMBIA, TN 38401  
ACECOLUMBIA.COM  
(931) 388-1272

01/12/24 10:11AM BKJ 552 SALE

|                             |    |    |        |    |    |
|-----------------------------|----|----|--------|----|----|
| 46541                       | -1 | EA | 15.99  | EA | NR |
| CANOPY LEVER HADL CD2       |    |    | -15.99 |    |    |
| Orig: 207795/1 01/12/24 TX: |    |    |        |    |    |
| 4335311                     | 1  | EA | 9.99   | EA | N  |
| FAUCT SUPLY LINE SS 24"     |    |    | 9.99   |    |    |
| 4877353                     | 1  | EA | 49.99  | EA | N  |
| WA01FCT W/SPRAY 2H CHRM     |    |    | 49.99  |    |    |

SUB-TOTAL:\$ 43.99 TAX:\$ .00  
TOTAL: \$ 43.99

CHARGE AMT: 43.99



OK to pay \$5000

==> JRNL# C40390 INV#207798  
CUST NO: 7510  
ACE REWARDS ID # 19B01086722

Animal Shelter Customer Copy

Name : X  
ROBIN WALKER  
Acct: MAURY COUNTY COURTHOUSE \*  
PO#: CBG-366

\*\*\*\*\*  
Tell us about your experience  
today and Enter to win a \$50  
gift card!

\*\*\*\*\*  
To participate  
\* Visit: TalkTo.AceHardware.com  
or text HELPFUL to 223439

\* This survey invitation is  
valid for 72 hours

\* Store # 17828  
\* Survey approximately 5 mins

No purchase necessary.  
Must be 18 or older to  
enter sweepstakes. Void  
where prohibited. See rules  
at: TalkTo.AceHardware.com

CBG-366

THANK YOU FOR SHOPPING AT  
COLUMBIA HARDWARE LLC  
112 E JAMES CAMPBELL BLVD STE D  
COLUMBIA, TN 38401  
ACECOLUMBIA.COM  
(931) 388-1272

02/13/24 12:32PM ECB 553 SALE  
-----  
4238879 1 EA 9.99 EA N  
EXTENSIONTUBE 1-1/4 X 9" 9.99  
45947 1 EA 9.99 EA N  
POP-UP PLUG 1-1/4" CHM 9.99  
4335212 2 EA 9.99 EA N  
FAUCT SUPPLY LINE SS 20" 19.98  
4547915 1 EA 69.99 EA N  
FAUCET 2H BN SCSPRY 69.99  
  
SUB-TOTAL:\$ 109.95 TAX: \$ .00  
TOTAL: \$ 109.95  
CHARGE AMT: 109.95



==>> JRNL# C46766 INV#208298  
CUST NO: 7510  
ACE REWARDS ID # 19801086722

Animal  
Shelter

Customer Copy

OK to pay STOUNSEND

*Robin Walker*

Name: X  
ROBIN WALKER  
Acct: MAURY COUNTY COURTHOUSE \*  
PO#: CBG-366

CBG-366

THANK YOU FOR SHOPPING AT  
COLUMBIA HARDWARE LLC  
112 E JAMES CAMPBELL BLVD STE D  
COLUMBIA, TN 38401  
ACECOLUMBIA.COM  
(931) 388-1272

02/13/24 1:15PM ECB 553 SALE  
-----  
41981 1 EA 11.99 EA N  
DRAIN W/PLUG 1-1/4"CH 11.99  
  
SUB-TOTAL:\$ 11.99 TAX: \$ .00  
TOTAL: \$ 11.99  
CHARGE AMT: 11.99



==>> JRNL# C46787 INV#208303  
CUST NO: 7510  
ACE REWARDS ID # 19801086722

Customer Copy

Animal shelter  
OK to pay STOUNSEND

*Robin Walker*

Name: X  
ROBIN WALKER  
Acct: MAURY COUNTY COURTHOUSE \*  
PO#: CBG-366



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Donna Osmon, Senior Administrative Assistant, [dosmon@columbiatn.com](mailto:dosmon@columbiatn.com), 931-560-1472

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**AGENDA ITEM TITLE:** APPROVE THE YEARLY PURCHASES OF TRASH AND RECYCLE CARTS FROM TOTER, LLC UTILIZING SOURCEWELL CONTRACT

**RECOMMENDATION:** Approve the purchase of trash and recycle carts from Toter, LLC utilizing Sourcewell contract.

**INFORMATION:** The City's curbside automated trash and recycle collection programs require the use of 96-gallon carts. With the continuing new residential construction within the City and the replacement requirements for existing carts, the City continually purchases new carts.

We have successfully used the services of Toter, LLC for our carts and would like to continue using them for upcoming purchases, utilizing Sourcewell Contract # 041521. Current pricing per cart is \$57.91 per truck load, with a normal deliver of 500 carts. Total pricing will average \$38,413.07 per delivery with shipping costs.

**CERTIFICATION:** The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Sanitation - Residential- Operating Supplies.

**ATTACHMENTS:** Staff report; Sourcewell Contract 041521; Toter pricing 041124



**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

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. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.



B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.



Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE**. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE**. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names



of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

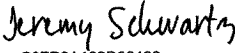
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

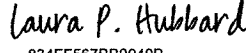
## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

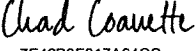
Sourcewell

Toter, LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/24/2021 | 7:43 PM CDT

DocuSigned by:  
  
By: 834FF567BB0940B...  
Laura P. Hubbard  
Title: Director of Municipal Sales  
Date: 5/25/2021 | 10:46 AM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/25/2021 | 10:47 AM CDT

# RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

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## Vendor Details

Company Name: Toter, LLC  
Address: 841 Meacham Road  
Statesville, North Carolina 28677  
Contact: Kellie Clark  
Email: toterbids@toter.com  
Phone: 800-424-0422 09584  
Fax: 833-930-1124  
HST#: 56-1362422

## Submission Details

Created On: Thursday February 25, 2021 07:42:29  
Submitted On: Thursday April 15, 2021 13:38:28  
Submitted By: Kellie Clark  
Email: toterbids@toter.com  
Transaction #: e18be8d7-0c74-4464-b735-48eb35840831  
Submitter's IP Address: 173.92.230.77

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                          |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):                                                                                                                                                                                                                                    | Toter, LLC                                                                                                                                                          |
| 2         | Proposer Address:                                                                                                                                                                                                                                                                      | 841 Meacham Road, Statesville, North Carolina 28677                                                                                                                 |
| 3         | Proposer website address:                                                                                                                                                                                                                                                              | www.toter.com                                                                                                                                                       |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398                            |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398                            |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 800-424-0422 Ext 09584, or 704-768-2584. |

**Table 2: Company Information and Financial Strength**

| Line Item | Question                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables. Toter products have been included in Wastequip's Sourcewell contracts since 2014.</p> <p>Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC; Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry.</p> <p>Our company's core values include:</p> <ul style="list-style-type: none"> <li>- We always act with safety, honesty and integrity.</li> <li>- We serve customers to total satisfaction by delivering value oriented, market leading products and services.</li> <li>- We act quickly but thoughtfully.</li> <li>- We identify and improve the things that matter most.</li> <li>- We provide challenging opportunities with clear expectations.</li> <li>- We embrace change.</li> <li>- We make commitments and keep them, earn trust and create respect.</li> </ul> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8  | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Toter anticipates a seamless transition from the current Wastequip contract to a Toter plastic refuse and recycling containers contract. Our sales force, dealers and distributors are ready to sell and provide solutions to our customers' needs. We already have tools and staffing in place to promote the Sourcwell contract in the marketplace among existing and potential customers to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcwell satisfies the bidding/proposal processes of customers, and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.                                                            |
| 9  | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Toter, LLC is wholly-owned subsidiary of Wastequip, LLC. As a privately held company, our financial statements are not made public and we do not require audits of our divisions. Our unaudited financial statements for Toter, LLC for the year ended December 31, 2020 are attached. Our trade references and banking information is also attached in unredacted format for Sourcwell's eyes only, and a redacted format for maintenance of confidentiality with entities requesting copies of our information provided in this RFP response.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Toter, LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff. Toter Pro Products are represented by third party sales agents and dealers. |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI Z245.30-2008 - Waste Containers - Safety Requirements and Z245.60-2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the Interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts.                                                                                                                                                   |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | <p>As the parent company of Toter, Wastequip has received several recognitions:</p> <ul style="list-style-type: none"> <li>- In 2019, Wastequip was recognized by Charlotte Magazine as the Best Company to Work For</li> <li>- In 2017, Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year</li> <li>- In 2016, Charles Walton, founder of Wastequip, was named to the National Waste &amp; Recycling Association's Hall of Fame. The Award is presented annually to select industry visionaries and icons that have created an enduring legacy through their inspirational leadership, core values and significant contributions.</li> <li>- In 2014, Wastequip was recognized by the North Carolina Chamber for the Honorable Mention for the North Carolina Manufacturer of the Year (more than 5 years old)</li> </ul> <p>Toter recognition:</p> <ul style="list-style-type: none"> <li>- In 2020, Toter was named by Plastics News as the second highest rotational molder in North America, as ranked by Plastics News. Toter continues to be rated the highest ranked rotational molder of plastic waste containers in North America (many years running) from this publication.</li> </ul> <p>Executive Team Awards:</p> <ul style="list-style-type: none"> <li>- Waste 360 awarded Toter's Chance Hennig, Southwest Regional Sales Manager, to the 2021 class of "40 under 40" awards. Wastequip's Kristin Kinder (Vice President of Research and Waste Stream Sustainability) and Henry Retamal (President of Operations over Toter and other Wastequip divisions) were awarded the same in 2019. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling and organics has made a significant contribution to the waste and recycling industry.</li> <li>- In 2020, Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region.</li> <li>- In 2018, Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year.</li> <li>- In 2018, Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year.</li> </ul> |
| 17        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | Toter's sales to the governmental sector from 2018-2020 was 31%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 18        | What percentage of your sales are to the education sector in the past three years                                                                                              | Toter's sales to the governmental sector from 2018-2020 was 0.3%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 19        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Our annual sales volumes on the aggregate for state or cooperative purchasing contracts over the past three years is \$28,180,661 in 2018, \$37,439,412 in 2019, and \$32,849,179 in 2020 (restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such contract).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 20        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *           | Contact Name * | Phone Number * |
|-------------------------|----------------|----------------|
| City of Memphis, TN     | Phillip Davis  | (901) 417-4027 |
| City of Sheboygan, WI   | Jason Blasiola | (920) 459-3447 |
| City of Chattanooga, TN | Roshonda Woods | (423) 643-6837 |

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name  | Entity Type * | State / Province * | Scope of Work *                                                                                               | Size of Transactions *                   | Dollar Volume Past Three Years * |
|--------------|---------------|--------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------|
| Municipality | Government    | Texas - TX         | 96 Gallon, 64 Gallon , 32 Gallon and 24 Gallon Carts for Garbage, Recycling and Organics with A&D Services    | Average size of Transactions = \$787,000 | \$9,447,000                      |
| Municipality | Government    | Texas - TX         | 96 Gallon, 64 Gallon and 32 Gallon Carts for Garbage, Recycling and Yard Waste with Full Maintenance Services | Average size of Transactions = \$172,000 | \$6,369,000                      |
| Municipality | Government    | Texas - TX         | 96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage, Recycling and Organics                                  | Average size of Transactions = \$139,000 | \$6,255,000                      |
| Municipality | Government    | California - CA    | 96 Gallon Carts for Garbage and Recycling with A&D Services                                                   | Average size of Transactions = \$249,000 | \$5,733,000                      |
| Municipality | Government    | Texas - TX         | 96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage and Recycling                                            | Average size of Transactions = \$388,000 | 4,269,000                        |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 23        | Sales force.                                  | The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. Our Regional Sales Managers are based in key locations throughout the US and will be responsible for field support of all current and potential Sourcewell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration, and all other field service support. Toter Pro has 4 direct national sales managers that work closely with distributors across the US. Our sales team, dealer and distributor networks and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team. |
| 24        | Dealer network or other distribution methods. | Toter Residential has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter Pro has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service and warranty teams.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 25        | Service force.                                | We have a Service Division called ContainerPros that provides services to our customers throughout the United States. ContainerPros provides services to plastic and steel containers, carts and bins. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small!                                                                                                                                                                                                                                                                                                                                                                                                                       |

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| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | <p>Toter prides itself on superior customer service and has significant experience servicing both large and small municipal and privately-owned accounts, multi-location organizations like The Home Depot, Lowes, Walmart, True Value, Ace, Do-It Best, Amazon, Wayfair, Meijer, and other retail entities. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service.</p> <p>We believe, simply stated, that our commitment to preventing issues is the key to satisfied customers. We want all customers to have a great experience with our products – from their first contact with us all the way through product delivery and warranty service. As such, we have adopted the following customer service credo:</p> <p>COMMITMENT -</p> <ul style="list-style-type: none"> <li>- We will treat all customers with respect (regardless of size)</li> <li>- We will follow up with you upon receipt of your order to ensure satisfaction</li> <li>- We will resolve any issues quickly</li> </ul> <p>SUPPORT -</p> <ul style="list-style-type: none"> <li>- We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service)</li> <li>- We will respond quickly on quotes (same-day response in most cases)</li> <li>- We will provide an order confirmation (within 24-48 hours)</li> <li>- We will call you with shipping &amp; delivery information and provide early notification should there be any issues with your order</li> </ul> <p>Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross-trained on this contract and they will be available for back-up and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained.</p> <p>The Warranty period begins at the date of original purchase. Toter's Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers.</p> <p>In the field are Toter's Regional Sales Managers who are industry experts ready to assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Other RSMs will be available for back-up in emergency situations. Toter's executive level will ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.</p> |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | Toter has enjoyed the benefits of offering the Sourcewell contract to our customers over the last 7 years and are excited about the opportunity to continue our relationship with Sourcewell and growing sales off this contract over the next 5 years. All resources are in place for a seamless transition and our sales team is very familiar with the contract and ready to promote a new contract to existing and new agencies across the US. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | Toter has been fortunate to have our current Sourcewell contract adopted by RMA and has worked with them and other Canadian agencies on several opportunities. We hope to continue that momentum with a new Sourcewell contract and work to expand our sales across Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Toter serves all these areas, with all of our products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of these issues surrounding their shipments, and they are most accepting of these differences for shipments. |
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**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Within selected media channels, Toter may announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate.</p> <p>Toter may advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News.</p> <p>Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate.</p> <p>The Toter Bids and Contracts Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in quoting and outreach as deemed necessary. This will extend the reach of Sourcewell into markets that they currently may not serve and bring awareness to those markets.</p> <p>Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 33        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p><b>FACEBOOK:</b> Toter utilizes both paid and organic posts to promote partnerships, product releases, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary).</p> <p><b>LINKEDIN:</b> This platform allows Toter to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration.</p> <p><b>WASTEQUIP WEBSITE PROPERTIES:</b> Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip?" Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services.</p> <p><b>BANNER ADS:</b> Toter tracks site visitors and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Toter uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns.</p> <p><b>WASTEQUIP YOUTUBE CHANNEL:</b> Allows interested users (customers, consumers) to actually view a variety of Toter products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products.</p> <p><b>TWITTER:</b> Toter uses Twitter to share more news oriented content or retweet relevant waste industry news content.</p> |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | By sharing the above listed responsibilities, Toter's aim is to strengthen the relationship between our Regional Sales Managers with Sourcewell's professional staff. We also look forward to more proactive marketing of this contract through our Wastequip Marketing team using electronic media, email blitzes, product shows and promotional meetings. We feel we have the base information and knowledge to provide solutions to our customers through Sourcewell, and we expect the contract change to be seamless, where we can build on our existing efforts for meaningful and impactful efforts to raise awareness of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 35        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | Due to the special requirements and customizations of Toter products, Toter does not have an e-procurement ordering platform. We accept purchase orders via Toter dedicated email address, <a href="mailto:toterpo@wastequip.com">toterpo@wastequip.com</a> , via mail and facsimile. We have worked with customers to utilize Ariba to generate purchase orders from draft carts that Toter has entered into Ariba Supplier Solutions. We also provide invoices via Ariba. Toter can enter order updates (delivery information) in a few customers' e-procurement systems, as well as invoices into municipal systems. Therefore, we have the ability to work with our customers to accomplish what is needed when practicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
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| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.</p> <p>In the field, we offer assembly instructions at the end of each project for containers being serviced. This instruction usually takes 30 minutes or less due to the excellent design of the products provided, at no charge to the customer.</p> <p>Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge.</p> <p>For Toter's Professional Members:</p> <p>Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 37 | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                   | <p>All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum.</p> <p>We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall.</p> <p>Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at a density of 6.25 pounds/gallon. In addition, we offer the 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste.</p> <p>Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection.</p> |



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| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | <p>Our parent company, Wastequip, is focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to:</p> <ul style="list-style-type: none"> <li>• Helping define the future of the waste industry with progressive thinking and leadership</li> <li>• Developing products with consideration for the environmental impact to future generations</li> <li>• Employing a diverse workforce, providing development opportunities and valuing diverse perspectives</li> <li>• Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip and Toter.</li> </ul> <p>As part of the CORE program, Toter is committed to creating more sustainable products, processes and facilities, without sacrificing legendary Toter quality. Future generations are counting on us to create better products, and to do so more responsibly.</p> <p>In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. This survey confirmed that Municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content:</p> <ul style="list-style-type: none"> <li>• Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below.</li> <li>• Further, Toter's ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts.</li> <li>• Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing. We also look for efficiencies in sourcing our materials and have switched primarily to receiving resin via rail car, optimizing fuel-efficiency and reducing the number of trucks on the road.</li> </ul> <p>More information is available at <a href="https://www.toter.com/about-us/sustainability">Toter.com/about-us/sustainability</a>.</p> |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint.</p> <p>This survey confirmed that municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content:</p> <ul style="list-style-type: none"> <li>• Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below.</li> <li>• Further, Toter's ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts.</li> <li>• Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing.</li> </ul> <p>More information is available at <a href="https://www.toter.com/about-us/sustainability">Toter.com/about-us/sustainability</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Toter and Wastequip are not certified as any type of disadvantaged business. We do foster diversity and our previously stated values set a common standard for all employees with equal opportunity for employment, training, performance evaluations and performance rewards and advancements.</p> <p>Toter is adept at meeting customer needs by attributing to goals that may be set by our customers for subcontracting with certified Women or Minority Business Entities (WMBE), Small Business Entities (SBE) or veteran owned business entities (VBE). For example, Toter has served the City of Memphis, TN in recent years to provide carts and cart assembly and distribution services, under Wastequip's Sourcewell Contracts. When a municipality has such goals to be met for projects and orders, we are committed to utilizing disadvantaged businesses whenever possible through Good Faith Efforts. We set out to break down a given scope of work into tasks/service segments and then identify possible use of disadvantaged businesses (usually certified by the municipality or required area or entities) as subcontractors on a case by case basis. Toter has made a concerted attempt to meet customer requested/required levels of participation. We believe it is our responsibility as a well-established company, to help to grow and strengthen smaller, disadvantaged businesses. An example of our commitment to furthering the health and well-being of disadvantaged businesses is when our logistics team routinely uses certified (and uncertified) disadvantaged/small trucking companies which meet Toter logistics standards, to transport goods all over the US and Canada. In another example, Toter also uses a certified Women Owned Business to obtain office supplies for routine business operations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                 | <p>Toter maintains our focus on solutions within the waste industry, and we do not manufacture for any other industry. We also have long-term experience with Sourcewell under Wastequip's Sourcewell Contracts. We have already established routine Sourcewell customers. We have mastered the ability to win deals with Sourcewell offerings, and we have proven the ability to have successful sales off a Sourcewell contract. Our Internal and field sales, customer service, and all departments of Toter (as well as all divisions of Wastequip) are well familiar with, devoted to, and appreciative of Sourcewell Contracts.</p> <p>We are ready to further the action of satisfying all-consuming bid/proposal processes of individual customers to allow both the customer and Toter to focus on solutions for each customer, simultaneously conserving time, energy and resources through Sourcewell's already-proposed and awarded full RFP process. We believe we have experienced fewer bids through recent years as a result of our efforts at utilizing Sourcewell to help customers to obtain the product and service that they deserve through a piggyback. And with the proper tools, knowledge base, commitment and drive already in place to build upon, we look forward to our customers getting more of what they want through Sourcewell and Toter, as a "Win-Win" for all concerned.</p> <p>Toter introduced the automated curbside cart system in North America during the late 1960's, and Toter is the largest rotational molder in North America (as rated by Plastics News). Toter is the leading supplier of wheeled, rollout carts (21-96 gallons) used for curbside automated waste, recycling, organics/yard waste by cities and government entities, as well as private waste haulers. We offer Organics Carts with a higher load rating (6.25 lbs per gallon versus the required ANSI Standard load ratings for carts at 3.5 lbs per gallon). And our Bear Tough Carts have a double-walled lid and steel-reinforced rim to withstand repeated clawing and chewing, tested to withstand the wiles and vast strength of bears. We tell the toughest bears to grin and bear it!</p> <p>Toter is the "go to" for private haulers and recyclers to build cart fleets for collection services. We work with Recology, Casella, EDCO, Waste Pro, Santek, CR&amp;R and hauling/recycling companies varying in size; with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. We specialize in on-time detailed projects to set out carts to residential and commercial properties to meet municipal collection start/set dates and deadlines. Our containers for industrial, commercial and institutional customers complete the circle of solutions in the marketplace.</p> <p>Toter also supplies containers in the Retail Market to Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Wal-Mart, Amazon, Wayfair, Meijer Stores, and other retailers. Retail customers and individual buyers both find our retail products to out-last and out-task other products offered in stores.</p> <p><b>ADVANCED ROTATIONAL MOLDING™</b> – In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter molds intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology offer important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. Toter carts are different from others in the industry. During our molding process, molds are filled with a pre-measured amount of plastic micro-pellets, then moved into an oven to melt the plastic material while the machine rotates. This rotation in heat causes the plastic to coat the inside of the mold. This method does not require high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle (unlike stress created by injection molding). The mold is transferred to a cooling chamber to cure, where a microprocessor controls the cooling cycle to optimize impact strength and performance of the final product. After slowly cooling with air and water, the cart is removed from the mold to be trimmed, imprinted and assembled. Important products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when</p> |

served by an automated arm, and especially in cold temperatures. Customers in extreme environments have proved that advantage. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts. Our molding process and material afford a 15-20+ year cart life expectancy, which in turn allows Toter to back our carts with a 12 year cart body warranty and 10 years on all other components.

**UNIQUE 12-YEAR CART BODY WARRANTY AND LOWEST COST OF OWNERSHIP** – Our roll cart warranty EXCEEDS INDUSTRY WARRANTY TERMS with cart bodies covered by a unique and unprecedented 12 year non-prorated warranty (all other cart components have a 10 year non-prorated warranty) since early 2016. Because we Rotationally Mold our carts rather than injection molding them as others do, we have a proven life expectancy of 15 to 20+ years. Our 12 year body warranty avoids the premature replacement of the body, which is the part of the cart that the cart lifting device engages. This warranty is “putting our money where our mouth is.” We believe our customers will see a reduction in replacement cost of about \$7 to \$9 per cart over the first 12 years of service. As a result, all our roll cart customers obtain a currently unmatched warranty in the roll cart industry!

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components). Toter's warranty claim process for all products is available upon request.

Toter carts offer the City the lowest total cost of ownership. Toter carts are more durable and last significantly longer than competitors' carts. The City already has an inventory of parts and is familiar with the cart repairs and high performance. All of these advantages point to a product that will be environmentally friendly and highly sustainable in maintenance and lasting service.

**INNOVATION - NOT JUST A PLASTIC CONTAINER** – We continue to be the first and only manufacturer to design roll carts that are truly nestable/stackable when fully assembled and “Ready to Roll”. Our customers realize savings in storage/inventory costs and experience savings in reduced number of replacement trips. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 6-8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between \$2-3 per cart in fuel, truck usage and labor expenses due to Toter's nestability feature. Injection molders often claim this feature, but offer wheels that pivot/slide, or even still need wheels attached.

Toter is the first container manufacturer to have introduced a new color option for the industry – Granite color bodies. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs.

Our 48 gallon size is often chosen for garbage, recycling or organics. A 64 gallon cart is 2/3 the volume of a 96 gallon cart, and many small quantity waste generators are stuck with 64 gallon carts that are still too big to meet their needs. The 48 gallon “half cart” matches the lower waste/recycling output of these customers. Lower handles (4.25” to 5” lower than our 64 gallon cart) makes tilting significantly easier for all users, including small and elderly residents, increasing user safety and reducing requests for exemption from rolling out carts to the curb.

Our roll carts feature a patented “Rugged Rim®” – with an upper rim engineered as a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim serves as a ledge on which the lid rests to create a tight seal between body and lid, and it strengthens the upper lift point and all sides of the cart body. The lid and rim together create a tight seal to keep odors in, not attracting vermin.

Toter carts and containers are an environmentally sustainable investment. Although our carts are the “World's Toughest Carts™”, and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.

In addition to our proven long service life and very low repair rate, key parts on Toter carts are interchangeable among our various cart sizes: sunburst wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs. We recognize the City's commitment to providing carts, parts, and services that will support the best cart for its citizens.

Toter provides total cart fleet maintenance services, and Toter is currently servicing the City of Fort Worth, TX with a maintenance program for its entire cart fleet. Maintenance service options available include, but are not limited to: repairs, cart washing, swapping one cart size for another, management of cart inventory, and recycling of unusable carts or components, with response time from 2 to 5 business days.

Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford

customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use!

**PROFESSIONAL PRODUCTS** - Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture!

Our Professional Products also include a comprehensive collection of commercial/industrial mobile and stationary lift units, to also include truck mounted lifters which are popular among haulers for municipal roll-cart collection. All are designed for safety (meeting all applicable ANSI Standards for safety and dimensions), and the lifters simply make work safer and easier.

In short, our containers and accessories are always extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. We promise that every cart, every can, and every product will be built for extreme toughness, extreme wear, and extreme purpose. They stand up to just about anything that's tossed in them – or at them! Choosing Toter means you will secure a partner you can depend on, now and in the future.

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 42        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | Yes, certain product warranties cover products and parts, but not labor for container repairs provided by Toter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 43        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | Please see attached Toter warranties for full details and terms. Our warranties do not apply to any container which has been subjected to misuse, misapplication, negligence, alternation or accident.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 44        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Standard container warranties in the cart/container industry do not include repairs of containers, but only provide the parts for customers to make repairs. Toter does, however, offer a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 45        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Replacing product parts are simple and easy actions, with most requiring only 3 minutes or less for repairs, thus not requiring warranty repair services. For large fleets of roll carts owned by municipalities. Toter offers a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 46        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | Original equipment manufacturers warranty will apply and any service needed will be coordinated with Toter through our standard warranty procedure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 47        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | Toter backs all products with its return and restocking policy. A Return Authorization Number must be obtained from Toter Customer Service (Phone – 800-424-0422 or 704-872-8171, and Fax – 704-930-1124) within five (5) days of receipt of goods and before merchandise may be returned for credit. Returns must be completed within sixty (60) days of invoice date. All transportation charges for returned merchandise must be PREPAID by the shipper. Returned saleable merchandise accepted by Toter for credit is subject to a 15% restocking charge. If any portion of the goods delivered to the Buyer are defective or are otherwise not in accordance with contract specifications, Toter shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Toter without Toter's written consent. Carts with custom markings cannot be returned. In no event shall Toter be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages. | * |
| 48        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | For large fleets of roll carts owned by municipalities, Toter offers a Full Service Cart Maintenance Program that is included in our pricing section of this RFP. The Maintenance Program may provide repairs for just Toter carts, or may also include maintenance of other brands of carts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 49        | What are your payment terms (e.g., net 10, net 30)?                                                                                                                                                                                                                                                                                                                           | Toter, LLC standard payment terms are Net 30 Days if credit has been established.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 50        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                                                                                                                          | As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcewell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members that will substantially alter the future for all in the most positive ways. Please also refer to a NCL flyer at the end of our file uploaded under "Pricing". |
| 51        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | Our general outline for order processing is:<br>1. Toter prepares proposal documents based on product selection by Sourcewell Member<br>2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our Salesforce.com CRM system<br>3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter.<br>4. Order is inputted electronically into the Toter MACOLA order entry system.<br>5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms.<br>6. Once signed order acknowledgement is received, order is released for production.<br>7. Toter logistics team contacts Sourcewell Member to schedule delivery<br>9. Order is delivered to Sourcewell Member<br>10. Sourcewell Member is invoiced<br>11. Report of Sales is generated out of the Toter Macola order system for specific reporting periods as needed.<br>12. Sales from Macola are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).                                                                                                 |
| 52        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                                                                                                                                    | Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



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|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to price competitively while allowing our dealer network to utilize the contract (and they always prefer using the Sourcewell contract above other co-operative contracts). Toter Pro Products pricing model is a discount off list price. We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                | For Toter Residential, please refer to responses to questions 53 and 55. Toter Pro pricing model to Sourcewell is discounted at 30% off of list price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                  | Toter Residential has provided incremental volume discounts in our pricing structure. We may offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required. We believe that it will be to both Toter's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project. Relevant details could include the quantity of each product size needed, project timing, and services included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                          | We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the 2% fee is and/or will be included in all Toter quoted prices, except for freight charges).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing.</p> <ol style="list-style-type: none"> <li>1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request".</li> <li>2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand. the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project.</li> <li>3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, taxes will be added at time of quote and/or invoice. Also, Canadian GST/HST/PST taxes are not included in our proposed pricing models, and PST is not paid by Toter. If we are required to pay PST, then the Member will be required to reimburse Toter for these taxes. Any applicable taxes will be added to our quote and/or invoice.</li> <li>4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcewell price list and Foreign Exchange rates from Bank of Canada resources.</li> </ol> |

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|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Toter has strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 2% Administrative Fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                  | We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for locations such as (but not limited to) Alaska, Hawaii, American Samoa, and Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 2% Administrative Fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                            | <p>Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders ("COM" customers), we provide drop ship delivery.</p> <p>Obtained over decades, we have experience in the field delivering the assets to their final location – a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, "What are you trying to accomplish and what challenges do you foresee"? We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide "cookie cutter" services, we provide solutions.</p> <p>Toter offers the industry's best and most unique delivery option, Fully Factory Assembled or "Ready to Roll". Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts "2/3rd's Assembled" means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).</p> |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments                                     |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 61        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Except as otherwise contractually obligated. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                     | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 62        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Toter discusses needs with the Sourcewell Member to identify solutions and generate a quote that includes the Sourcewell logo and Contract number/information of reference. Once the Member's Purchase Order is received, Toter enters the order coded as a "Sourcewell" sale into Macola, or order system. Quarterly, a report is generated from the order system and spot checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting. |
| 63        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Toter is proposing a 2% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.                                                                                                                                                                                                                                                                                                              |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                        | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 64        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <p><b>RESIDENTIAL PRODUCTS AND SOLUTIONS</b> - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</p> <p><b>PRO PRODUCTS AND SOLUTIONS</b> - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</p> <p>For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products, we specialize in consulting with our customers to create customized waste management solutions. We also offer technology solutions identified in later questions within this platform.</p> <p>Specific to Toter Residential Products and Solutions, we offer a wide range of services:</p> <p><b>Receiving and Unloading:</b> Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable.</p> <p><b>Assembly:</b> Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable.</p> <p><b>Distribution:</b> Distribution of carts to the service area residents as predetermined during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings.</p> <p><b>Data Collection - Record Serial Numbers:</b> Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided</p> |

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|    |                                                                                                                                          | <p>by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located.</p> <p><b>Data Collection - RFID Scanning:</b> RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located.</p> <p><b>Sticker/Label Application:</b> A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field.</p> <p><b>Old Cart Retrieval:</b> Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts.</p> <p><b>Route Audits:</b> Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business.</p> <p><b>Commercial Bin Delivery:</b> Delivery of commercial bin (FEL's and REL's) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.</p> <p><b>Commercial Bin Exchange:</b> Exchange of commercial bins (FEL's and REL's) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.</p> <p><b>Cart Maintenance:</b> Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures a cost savings may be repurposing where appropriate. Having a cart maintenance provider will give you piece of mind and produce a cost savings.</p> |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Please see our answer to Question #64. Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions. Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities and we are willing to work with each customer to provide a solution to needs as they arise. No job is too Big or too Small!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type                                                                                                                                  | Offered *                                                        | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 66        | Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition                  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <p>Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</p> <p>Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</p> |
| 67        | Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <p>Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</p> <p>Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</p> |
| 68        | Lift and tipping solutions for stationary carts and dumpsters                                                                                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 69 | Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly & Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform. |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Table 15: Industry Specific Questions**

| Line Item | Question                                                                                                                                                           | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 70        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.        | Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We will also run quarterly reports specific to sales off the contract to review and compare to prior sales history.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 71        | Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business. | <p>Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at <a href="http://www.wastequip.com/privacy-policy">www.wastequip.com/privacy-policy</a>. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies.</p> <p>Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology.</p> <p>Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us.</p> <p>Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law.</p> <p>The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit <a href="http://www.wasetquip.com">www.wasetquip.com</a> to view our full Privacy Policies.</p> |
| 72        | Explain your organization's approach to data protection and access.                                                                                                | <p>We have implemented measures designed to secure personal information and other data from accidental loss and from unauthorized access, use, alteration, and disclosure. Only authorized Wastequip personnel have access to the data on our Wastequip servers. We follow strict procedures to ensure that all data is transmitted between systems securely (HTTPS, TLS, etc.).</p> <p>All Wastequip systems, including servers, firewalls, switches, etc., are updated, secured (physically and logically), and systems are continually monitored to protect against unauthorized access of sensitive data. Any decommissioned hardware is required to have all hard drive wiped in accordance with our policies.</p> <p>Data collected by or provided to Wastequip is shared with Wastequip contractors, service providers, and other third parties when needed or required to fulfill contractual obligations with our customers. We strive to ensure that our third-party providers provide at least the same level of data protection as we do.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



|    |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 73 | Describe how your offering encourages increased participation in recycling and diversion programs.                                                                               | <p>The Recycling Partnership's latest report on the state of curbside recycling shows that cart collection can increase the weight of recyclables collected by almost 30% (pg 18) so purchasing any cart increases recycling participation, improves efficiency for haulers, and fosters single-stream, which is easier for consumers.</p> <p>Curbside recycling programs depend on resident participation, and resident participation depends on education and convenience. Purchasing a Toter cart further improves recycling participation, because Toter's rotomolded carts are more durable. With an ultra-low warranty claim rate of 0.3%, Toter customers rarely encounter issues with our carts. Additionally, Toter customers report an average service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone. Toter carts also feature a best-in-class tilt-to-roll ratio, which means residents can maneuver their Toter cart with ease. With high quality equipment, residents can focus on what to put in their carts, not replacing them or working with faulty equipment.</p> <p>Higher durability and fewer warranty claims mean a lower carbon footprint, but equally important, mean a lower total cost of ownership for municipalities, which can allow municipalities to invest more of their budget in education and outreach programs to improve recycling.</p> <p>Cart colors and graphics are the primary education points for residents. Toter carts are available in a variety colors that can help distinguish different streams for waste and recyclables. Additionally, Toter offers a variety of options for cart graphics to educate residents about acceptable recyclables.</p> <p>Toter also offers cart colors and sizes for collecting organic waste, and their durability is well-suited to handle heavier food waste.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 74 | Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.                              | <p>Wastequip's technology solutions for Assembly &amp; Distribution as well as Asset Management and Service Verification are available through a web-based Platform and thus are compatible with the majority of modern operating systems. The recommended browsers are GOOGLE CHROME or FIREFOX. In addition to this, the mobile App is available for modern ANDROID Systems. This App is used by crews in the field to perform Work Orders, Service Requests or Deliveries. RFID Scanning requires specific hardware which is available through this contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 75 | Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs. | <p>Advanced Rotational Molding™ eliminates built-in stress, weakness and brittleness associated with injection molded products, and increases durability. Toter carts are the only rotomolded carts on the market and consistently show up as the most durable.</p> <p>In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint.</p> <p>Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below.</p> <p>Toter's ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts and ensure that residents are able to use our products with fewer issues.</p> <p>Reducing the amount of virgin resin that we use in manufacturing is one of the most important ways we can lower our environmental impacts. We believe in continuously improving our efficiency with our own scrap material and using recycled material from reliable sources, whether from end-of-life consumer waste or other plastic manufacturers.</p> <p>We also recognize that purchasing recycled content from consumers through curbside (or residential) recycling programs supports the businesses and markets that drive recycling programs providing both economic and environmental benefit to local communities.</p> <p>As we strive to replace virgin resin in our products with as much recycled content as possible while maintaining durability, we are guided by standards and definitions directed by regulations such as 40CFR Part 247 and industry partners like The Recycling Partnership and the Association of Plastic Recyclers:</p> <p>Post Consumer Recycle (PCR) - 40 CFR, 247.3 Definitions:</p> <p>Postconsumer material means a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered materials.</p> <p>Recovered Materials - 40 CFR, 247.3 Definitions:</p> <p>Recovered materials means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.</p> |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract Text.

**Line Item 76. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a **Documents**

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Toter Answer #9 - Financial Strength and Stability (4-2021).pdf - Wednesday April 14, 2021 15:18:21
- Marketing Plan/Samples - Toter Answer #32 - Marketing Samples.pdf - Wednesday April 14, 2021 15:18:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Toter Answers #42-#48 - Warranty and Warranty Claims.pdf - Wednesday April 14, 2021 15:18:53
- Pricing - Toter Price List for Sourcewell 041521 (with Price Adj, Leasingj) 4-15-2021.pdf - Wednesday April 14, 2021 15:19:47
- Upload Additional Document - Toter Answers #64, #65 - Toter Products.pdf - Wednesday April 14, 2021 15:20:42

**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Toter, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                                                      | I have reviewed the below addendum and attachments (if applicable) | Pages |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| <b>Addendum_4_Plastic_Refuse_Recycling_Containers_RFP_041521</b><br>Wed March 17 2021 03:40 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521</b><br>Mon March 8 2021 09:41 AM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521</b><br>Fri March 5 2021 04:19 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521</b><br>Mon March 1 2021 04:31 PM  | <input checked="" type="checkbox"/>                                | 1     |

**Toter #041521-TOT**

Pricing for contract #041521-TOT offers Sourcewell participating agencies the following discounts.

- Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts
- Toter Pro – 30% off list price

## Sell To:

|              |                                                   |              |                                              |
|--------------|---------------------------------------------------|--------------|----------------------------------------------|
| Contact Name | Josh Moore                                        | Ship To Name | City of Columbia TN                          |
| Bill To Name | City of Columbia TN                               | Ship To      | 110 Santa Fe Pike                            |
| Bill To      | 700 N Garden St<br>Columbia, TN 38401-3317<br>USA |              | Dept Sanitation<br>Columbia, TN 38401<br>USA |
| Email        | joshmoore@columbiatn.com                          |              |                                              |
| Phone        | (931) 560-1500                                    |              |                                              |
| Mobile       | (931) 560-1498                                    |              |                                              |

## Quote Information

|                   |                                                                    |                 |                                                      |
|-------------------|--------------------------------------------------------------------|-----------------|------------------------------------------------------|
| Salesperson       | Steve Swanson                                                      | Created Date    | 4/30/2024                                            |
| Salesperson Email | <a href="mailto:sswanson@wastequip.com">sswanson@wastequip.com</a> | Expiration Date | 5/15/2024                                            |
|                   |                                                                    | Quote Number    | WQ-10308693                                          |
|                   |                                                                    |                 | Please Reference Quote Number on all Purchase Orders |

| Product                       | Product Description                                                   | Selected Option                                             | Quantity | Sales Price | Total Price |
|-------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------|----------|-------------|-------------|
| **Plastics - 79296            | Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart          | ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs | 250.00   | \$57.91     | \$14,477.50 |
| 91                            | ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed |                                                             | 250.00   | \$0.00      | \$0.00      |
| *Plastics - *200 - Color      | ---Body Color - (200) Black                                           |                                                             | 250.00   | \$0.00      | \$0.00      |
| 2                             | ---Body Hot Stamp on Both Sides (New)                                 |                                                             | 250.00   | \$0.00      | \$0.00      |
| 3 Plastics-Op-BHSC-White      | ---Body Hot Stamp Color - White                                       |                                                             | 250.00   | \$0.00      | \$0.00      |
| *Plastics - 200 - Lid - Color | ---Lid Color - (200) Black                                            |                                                             | 250.00   | \$0.00      | \$0.00      |
| 4 Plastics-Op-LHSP-13         | ---Lid Hot Stamp Insert- Read from Street (New)                       |                                                             | 250.00   | \$0.00      | \$0.00      |
| 5 Plastics-Op-LHSC-White      | ---Lid Hot Stamp Color - White                                        |                                                             | 250.00   | \$0.00      | \$0.00      |
| 1 Plastics-Op-SN-Toter        | ---Toter Serial Number Hot Stamped on Front of Cart Body in White     |                                                             | 250.00   | \$0.00      | \$0.00      |
| 90                            | ---Wheels - 10" Sunburst                                              |                                                             | 250.00   | \$0.00      | \$0.00      |
| **Plastics - 79296            | Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart          | ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs | 374.00   | \$57.91     | \$21,658.34 |
| 91                            | ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed |                                                             | 374.00   | \$0.00      | \$0.00      |
| *Plastics - 716 - Color       | ---Body Color - (716) Reflex Blue                                     |                                                             | 374.00   | \$0.00      | \$0.00      |
| 2 Plastics-Op-BHSP-Both       | ---Body Hot Stamp on Both Sides (Existing)                            |                                                             | 374.00   | \$0.00      | \$0.00      |
| 3 Plastics-Op-BHSC-White      | ---Body Hot Stamp Color - White                                       |                                                             | 374.00   | \$0.00      | \$0.00      |
| *Plastics - 716CR - Lid -     |                                                                       |                                                             |          |             |             |





|                                   |                                                                         |        |        |        |
|-----------------------------------|-------------------------------------------------------------------------|--------|--------|--------|
| Color                             | ---Lid Color - (716) Reflex Blue/CR&R                                   | 374.00 | \$0.00 | \$0.00 |
| 1 Plastics-Op-SN-Custom           | ---Customer Serial Number Hot Stamped<br>on Front of Cart Body in White | 374.00 | \$0.00 | \$0.00 |
| 90<br>Plastics-Op-Wheels-Sunburst | ---Wheels - 10" Sunburst                                                | 374.00 | \$0.00 | \$0.00 |

|                |                                            |             |             |
|----------------|--------------------------------------------|-------------|-------------|
| Payment Terms  | Net 30 Days if credit has been established | Subtotal    | \$36,135.84 |
| Shipping Terms | FOB Origin                                 | Shipping    | \$2,277.23  |
|                |                                            | Tax         | \$0.00      |
|                |                                            | Grand Total | \$38,413.07 |

#### Additional Information

**Additional Terms** Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

**Additional Information** Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract Information** Reference Bid/Contract # on PO.

#### Signatures

Accepted By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Please Reference Quote Number on all Purchase Orders

Approved as to Legal Form:

  
 C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE: Approve the mayor to sign the Hold Harmless Agreement between the City of Columbia, Tennessee and Burchell Properties at 100 West 5<sup>th</sup> Street - Ward 3**

**RECOMMENDATION:** Approve and authorize the mayor to sign the Hold Harmless Agreement between the City of Columbia and Burchell Properties.

**INFORMATION:** The applicant constructed an elevated front patio along West 5<sup>th</sup> Street and North Main Street. Staff did give verbal notice to the contractor that no permits had been applied for and work should stop. The structure was completed after the fact, and a portion was discovered to be in the right of way.

This agreement helps protect the city from liability and grants the city the ability to remove the encroachment at the owner's expense.

**ATTACHMENTS: Hold Harmless Agreement**

## Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective as of the last date signed below ("Effective Date") by and between City of Columbia (hereinafter, "City of Columbia"), of 700 N Garden St, Columbia, Tennessee 38401, Buck & Board, LLC (hereinafter, "Tenant"), of 100 W 5th St, Columbia, Tennessee 38401, and Burchell Properties, LLC (hereinafter, "Owner"), of 1159 Trotwood Avenue, Ste E, Columbia, TN 38401. City of Columbia, Tenant and Owner are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Owner and Tenant desire to use the City of Columbia's property surrounding 100 W 5<sup>th</sup> Street, Columbia, Tennessee 38401 (the "Property") included in the front patio of the business located thereon as shown in Exhibit "A"; and

WHEREAS, in exchange for making the Property available to Owner and Tenant for such purposes, Owner and Tenant desire to hold harmless the City of Columbia from any claims and/or litigation arising out of said use of the Property.

WHEREAS, the City of Columbia after a 30 day notice may reclaim the use of said property and demand the immediate removal of any structure without compensation to the property owner and/or tenant. If after said 30 days the structure is not removed, the City of Columbia shall remove said structure and assess cost to the owner of the property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

### TERMS

**1. Hold Harmless.** Owner and Tenant shall fully defend, indemnify, and hold harmless the City of Columbia from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Owner or Tenant, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers related to the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to City of Columbia for all legal fees, expenses, and costs incurred by it.

**2. Authority to Enter Agreement.** Each Party warrants that the individuals who sign this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

**3. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

**5. Attorney Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

**6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**7. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Tennessee law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Tennessee law.

**8. Applicable Law.** This Agreement shall be governed exclusively by the laws of Tennessee, without regard to conflict of law provisions.

**9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Tennessee. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

**10. Signatures.** This Agreement shall be signed on behalf of the Parties as of the Effective Date.

**CITY OF COLUMBIA:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CHARLES (CHAZ) M. MOLDER, MAYOR

**ATTEST:**

BY: \_\_\_\_\_

THAD H. JABLONSKI, CITY RECORDER

**LEGAL FORM APPROVED:**

BY: 

C. TIM TISHER, CITY ATTORNEY

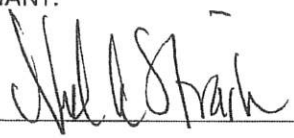
**OWNER:**

BY: 

DATE: 3/12/24

BURCHELL PROPERTIES, LLC

**TENANT:**

BY: 

DATE: 3/11/24

BUCK & BOARD, LLC/NICOLE STRAIN







CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Michele Stevens, Administrative Assistant, [mstevens@columbiatn.com](mailto:mstevens@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:** APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES FOR ENGINEERING SERVICES FOR THE ROYAL OAKS SEWER BASIN IMPROVEMENT PROJECT NOT TO EXCEED THE AMOUNT OF \$74,000

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Department wants to enter into a contract for the engineering services to determine the flow conditions within the Royal Oaks drainage basin and the condition of the existing wastewater pump station not to exceed the amount of \$74,000.

**CERTIFICATION:** The Chief Financial Officer certifies that \$74,000 is budgeted and unencumbered in Wastewater-Admin - Professional Services.

**ATTACHMENTS:** Water Management Royal Oaks Sewer Basin Improvement Project Contract

**AGREEMENT FOR  
SEWER SYSTEM IMPROVEMENTS TO THE  
ROYAL OAKS SEWER BASIN**

Agreement for Engineering Services between the City of Columbia and Water Management Services, LLC, Consulting Engineers, 2 International Plaza; Suite 401, Nashville, Tennessee 37217. This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Water Management Services, LLC, hereinafter called the “**ENGINEER**” and the City of Columbia, Tennessee hereinafter called the “**OWNER**”.

**WITNESSETH:**

**WHEREAS**, the **OWNER** desires to enter into an agreement with a qualified consultant engineering firm for the preparation of plans and specifications for investigation to determine the flow conditions within the Royal Oaks drainage basin and condition of the existing wastewater pumping station.

**WHEREAS**, services to be provided by the **ENGINEER** shall include investigation of the condition of the sewer flows and preparation of construction plans and specifications for the improvements the wastewater pumping station as are deemed appropriate for review and approval by Tennessee Department of Environment and Conservation of construction plans and other required construction permits.

**NOW, THEREFORE**, for and in consideration of certain compensation provisions hereinafter specified, the **ENGINEER** agrees to do, at their own cost and expense, all of the engineering work as hereinafter specified under Article III - Scope of Services of this Agreement.

**ARTICLE I - RESPONSIBILITY OF THE ENGINEER**

The **ENGINEER** is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Agreement. The **ENGINEER** shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The **OWNER'S** approval of reports and incidental work or materials furnished hereunder shall not relieve, in any way, the **ENGINEER** of responsibility for the technical adequacy of his work. The **OWNER'S** review, approval, acceptance, or payment of his work shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performances of this Agreement.

**ARTICLE II - RESPONSIBILITY OF THE OWNER**

Furnish to the **ENGINEER** copies of all resolutions and other documents pertaining to the work covered by this Agreement and appropriate funds necessary to pay the **ENGINEER** for work performed.

Provide the **ENGINEER** by placing at his disposal available information pertinent to the services to be rendered. Provide for the excavation of the force main as required to allow for the testing of the pipe thickness.

Examine all studies, reports, proposals, and other documents presented by the **ENGINEER** and render decisions pertaining thereto so as not to delay the work of the **ENGINEER**.

### **ARTICLE III - SCOPE OF SERVICES**

Authorized engineering services performed by the **ENGINEER** under the Agreement shall include the services as hereinafter specified under Division "A" through Division "E" of this Agreement.

#### **DIVISION "A" – PRELIMINARY DESIGN PHASE**

Services performed by the **ENGINEER** under this Division "A" shall include the assembly and review of records and drawings supplemented, as required, by on-site measurements, personnel interviews, and other information gathering methods to facilitate the Design Phase. Engineer shall provide for the cost of field testing of the force main pipe thickness at up to three locations as part of these services.

#### **DIVISION "B" - DESIGN PHASE:**

Upon authorization of the **OWNER**, the **ENGINEER** shall provide the following:

1. Prepare final plans and specifications including bidding and contract documents;
2. Upon approval by the **OWNER**, submittal of the plans and specifications to the Tennessee Department of Environment and Conservation; and
3. Preparation of easement descriptions and permits including but not limited to the Tennessee Department of Environment and Conservation, the Army Corps of Engineers, Tennessee Department of Transportation, and Railroad.

#### **DIVISION "C" - PRE-CONSTRUCTION PHASE:**

Under this division, the **ENGINEER** shall include:

1. Assisting the **OWNER** in the acquisition of easements, if required;
2. Assisting the **OWNER** in obtaining necessary permits;
3. Assisting the **OWNER** in procurement of construction contracts including:
  - (a) Soliciting bids from contractors;
  - (b) Clarifications of drawings and specifications for bidders by issuance of contract addenda, as required.
4. Assisting in the pre-construction conferences to include discussions of the following:
  - (a) Responsibilities of the **OWNER**, contractor(s), and other involved parties, and
  - (b) Performances and payment schedules.

#### **DIVISION "D" - CONSTRUCTION PHASE:**

Under this division, the **ENGINEER**, if authorized, shall include:

1. When requested, provide site visits to confer with the **OWNER**, the **OWNER's** field personnel, and the Contractor on construction progress and/or problems.
2. Reviewing of Contractor submittals and shop drawings on materials to be incorporated in these projects.

#### **DIVISION "E" - FIELD INSPECTION PHASE**

Under this Division and upon execution of construction contract the **ENGINEER** will provide field project representative to assist in field checks of materials and contractor's workmanship of those portions of the

work to which they are assigned to report any and all deviations from the Contract Drawings, Contract Specifications, and other Contract provisions which may come to their notice.

The **ENGINEER'S** undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the **ENGINEER** an insurer of the contractor's performance; and shall not impose upon the **ENGINEER** any obligation to see that the work is performed in a safe manner. The furnishing of a resident project representative will not make the **ENGINEER** responsible for or give the **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the contractor's failure to perform the work in accordance with the construction contract documents.

#### **ARTICLE IV - PERIOD OF SERVICE**

| <b>Division of Engineering Services</b> | <b>Start Date</b>  | <b>Completion</b> |
|-----------------------------------------|--------------------|-------------------|
| Preliminary and Design Phases           | Upon Execution     | 180 days          |
| Pre-Construction Phase                  | Upon Authorization | To be established |
| Construction                            | Upon Authorization | To be established |

If, without the fault or negligence of the **ENGINEER**, the performance of all or any part of the work is suspended, delayed, or interrupted by an act of the **OWNER** or any government agency, an adjustment may be necessary in the cost of and time for performance of such an Agreement. Such amendment to the Agreement shall be negotiated between the **OWNER** and **ENGINEER** to establish a modified amount and the amount shall be set forth in writing accordingly.

It is understood and agreed by the **OWNER** and the **ENGINEER** that the cost ceiling established in Article V - Compensation - for the services delineated in Article III is based upon the completion of the engineering services with the periods set forth herein. Should any other conditions outside the control of the **ENGINEER** create a need for a longer period, all or part of the costs set forth hereto may be renegotiated by the **OWNER** and the **ENGINEER**.

#### **ARTICLE V - COMPENSATION**

The **OWNER** and the **ENGINEER**, having negotiated for the performance of certain engineering services in **Article III** as described herein before, mutually agree to a "not-to-exceed" fee ceiling that shall not exceed the amounts shown in the following table.

| <b>Division of Engineering Services</b>  | <b>Basis of Fee</b> | <b>Not-to Exceed Fee Amount</b> |
|------------------------------------------|---------------------|---------------------------------|
| Preliminary and Design Phases            | Hourly Rate         | \$36,000.00                     |
| Pre-Construction Phase                   | Hourly Rate         | \$2,000.00                      |
| Construction (Contract Monitoring) Phase | Hourly Rate         | \$4,000.00                      |
| Construction Inspection (If Authorized)  | Hourly Rate         | \$32,000.00                     |

Services to be performed under **ARTICLE III** shall be undertaken subsequent to the execution of this agreement by the **ENGINEER** and the **OWNER**. The **OWNER** agrees to compensate the **ENGINEER** by making payments based upon the services performed by personnel of the **ENGINEER**. These rates include payroll-related overhead costs such as social security, group insurance and taxes, as well as general office overhead and profit. No separate charge is made for secretarial time, other office administrative personnel,

and incidental expenses such as highway travel, telephone, report printing, computer time and mailing expenses. All of these are included in the overhead costs and are not separately charged to the client.

The **ENGINEER** reviews scheduled fees on an annual basis. New fee schedules are issued as warranted but no more frequently than once annually. The standard billing rates as established in the attached current schedule of fees.

Overtime, if any, of non-exempt personnel (Technician and Inspector) shall be 1.5 times the indicated rate. Services provided to the **ENGINEER** on a sub-consultant or sub-contract basis such as, but not limited to, survey, subsurface investigation and material testing, shall be paid for in the amount billed to the **ENGINEER**.

#### **ARTICLE V – TERMINATION**

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no termination may be affected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Lack of orderly progress of an assignment caused by the **ENGINEER** shall constitute substantial failure.

This Agreement may be terminated in whole or in part in writing by the **OWNER** for its convenience, provided that the **ENGINEER** is given (1) not less than ten (10) calendar days' written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

#### **ARTICLE VI – LIMIT OF LIABILITY**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and to **OWNER** and anyone claiming by, through, or under the **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** shall not exceed the total compensation received by **ENGINEER** under this Agreement.

To the fullest extent permitted by Laws and Regulations, **OWNER** shall indemnify and hold harmless **ENGINEER** from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of **OWNER** or **OWNER'S** officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the **OWNER** with respect to this Agreement or to the Project. Nothing in this agreement shall be construed as a waiver of any defenses,

immunities or liability limits that **OWNER** may have under the Tennessee Governmental Liability Act or other applicable law.

**ARTICLE VII - GENERAL TERMS AND CONDITIONS**

The **OWNER** and the **ENGINEER** bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement, and neither the **OWNER** nor the **ENGINEER** shall assign, sublet or transfer his interest in this Agreement without written consent of the other. It is understood and agreed that minor changes in the Partnership of the **ENGINEER** shall not operate to cancel this Agreement.

**IN WITNESS THEREOF**, the parties have made and executed this Agreement as of the day and year first above written.

**OWNER: City of Columbia**

**Witness:**

BY: \_\_\_\_\_  
Mayor – Chaz Molder

BY: \_\_\_\_\_  
Witness

Approved as to legal Form:

BY: C. Tim Tisher  
Witness C. Tim Tisher, City Attorney

**ENGINEER: Water Management Services, LLC**

BY: Steven M. Jones  
Steven M. Jones, Partner

**Witness:**

BY: Roger Boyers  
Roger Boyers, Partner



**TABLE 1 - SCHEDULE OF FEES**

| <u>Classification</u>       | <u>Hourly Rate</u> |
|-----------------------------|--------------------|
| Project Manager             | \$160.00           |
| Project Engineer            | \$150.00           |
| Construction Manager        | \$140.00           |
| Senior Engineer             | \$135.00           |
| Engineer III                | \$120.00           |
| Engineer II                 | \$105.00           |
| Engineer I                  | \$95.00            |
| Senior Designer/ Technician | \$110.00           |
| Designer/Technician II      | \$100.00           |
| Designer/Technician I       | \$90.00            |
| Inspection                  | \$80.00            |

## Rural Development FmHA FEE SCHEDULE

**TABLE I**  
**BASIC DESIGN**  
**PERCENTAGE FEE**

**NET CONSTRUCTION COST**

|           |        |
|-----------|--------|
| 100,000   | 14.00% |
| 200,000   | 12.20% |
| 300,000   | 11.25% |
| 400,000   | 10.70% |
| 500,000   | 10.30% |
| 600,000   | 9.73%  |
| 700,000   | 9.45%  |
| 800,000   | 9.20%  |
| 900,000   | 9.00%  |
| 1,000,000 | 8.85%  |
| 2,000,000 | 7.65%  |
| 3,000,000 | 7.22%  |
| 4,000,000 | 6.90%  |
| 5,000,000 | 6.75%  |
| 6,000,000 | 6.65%  |
| 7,000,000 | 6.55%  |
| 8,000,000 | 6.45%  |
| 9,000,000 | 6.40%  |

**TABLE III**  
**RESIDENT INSPECTION**  
**PERCENTAGE FEE**

|        |
|--------|
| 13.00% |
| 10.40% |
| 8.80%  |
| 8.00%  |
| 7.40%  |
| 6.80%  |
| 6.40%  |
| 6.00%  |
| 5.80%  |
| 5.60%  |
| 4.60%  |
| 4.00%  |
| 3.70%  |
| 3.50%  |
| 3.32%  |
| 3.20%  |
| 3.12%  |
| 3.05%  |

Client: City of Columbia

Project: Royal Oaks Pump Station Upgrades

No.:

**ESTIMATED PROJECT CONSTRUCTION COSTS:****\$400,000****ESTIMATED % FEE FOR DESIGN SERVICES****10.70%****ESTIMATED FEE FOR DESIGN SERVICES****\$42,800**

Preliminary Design Phase @ 35%

**\$14,980**

Final Design Phase @ 50%

**\$21,400**

Preconstruction Phase @ 5%

**\$2,140**

Contract Monitoring @ 10%

**\$4,280****Total Engineering Fees****\$42,800****ESTIMATED % FEE FOR FIELD INSPECTION****8.00%****ESTIMATED FEE FOR FIELD INSPECTION****32,000****32,000**



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Michele Stevens, Administrative Assistant, [mstevens@columbiatn.com](mailto:mstevens@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:** APPROVE RECORDING OF ENGINEERS OF RECORD FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WASTEWATER DEPARTMENT; ENGINEERS OF RECORD INCLUDE: J.R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC.; WATER MANAGEMENT SERVICES LLC; CSL SERVICES, INC.; AND CTI ENGINEERS, INC.

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Department solicited qualifications for engineering services for the Wastewater Department of the City of Columbia, Tennessee. This records the Engineers of Record for consulting engineering work related to the Sanitary Sewer System.

Five (5) proposals were submitted and reviewed, and J.R. Wauford & Company, Consulting Engineers, Inc.; Water Management Services LLC; CSL Services, Inc.; and CTI Engineers, Inc. were chosen to provide these services and become the Wastewater Department Engineers of Record.

**CERTIFICATION:**

**ATTACHMENTS:**



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Michele Stevens, Administrative Assistant, [mstevens@columbiatn.com](mailto:mstevens@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:** APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND WATER MANAGEMENT SERVICES FOR ENGINEERING SERVICES FOR THE BEAR CREEK PIKE SEWER RELOCATION PROJECT NOT TO EXCEED THE AMOUNT OF \$100,000.

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Department wants to enter into a contract for the engineering services to relocate the existing gravity sewer mains at Bear Creek Pike and Nashville Highway effected by the TDOT project not to exceed the amount of \$100,000.

**CERTIFICATION:** The Chief Financial Officer certifies that \$100,000 is budgeted and unencumbered in Wastewater-Admin - Professional Services.

**ATTACHMENTS:** Water Management Bear Creek Pike Sewer Relocation Project Contract

**AGREEMENT FOR  
TDOT - BEAR CREEK PIKE & NASHVILLE HIGHWAY  
SEWER RELOCATIONS**

Agreement for Engineering Services between the City of Columbia and Water Management Services, LLC, Consulting Engineers, 2 International Plaza; Suite 401, Nashville, Tennessee 37217. This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Water Management Services, LLC, hereinafter called the “ENGINEER” and the City of Columbia, Tennessee hereinafter called the “OWNER”.

**WITNESSETH:**

**WHEREAS**, the **OWNER** desires to enter into an agreement with a qualified consultant engineering firm for the preparation of plans and specifications for the relocation of existing gravity sewer mains effected by the TDOT project at the intersection of Bear Creek Pike and Nashville Highway.

**WHEREAS**, services to be provided by the **ENGINEER** shall include coordination with TDOT, field surveying, development of construction design plans, and approval by Tennessee Department of Environment and Conservation of construction plans and other documents as required for inclusion of the relocation work in the TDOT project.

**NOW, THEREFORE**, for and in consideration of certain compensation provisions hereinafter specified, the **ENGINEER** agrees to do, at their own cost and expense, all of the engineering work as hereinafter specified under **ARTICLE III - Scope of Services** of this Agreement.

**ARTICLE I - RESPONSIBILITY OF THE ENGINEER**

The **ENGINEER** is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Agreement. The **ENGINEER** shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The **OWNER'S** approval of reports and incidental work or materials furnished hereunder shall not relieve, in any way, the **ENGINEER** of responsibility for the technical adequacy of his work. The **OWNER'S** review, approval, acceptance, or payment of his work shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performances of this Agreement.

**ARTICLE II - RESPONSIBILITY OF THE OWNER**

Furnish to the **ENGINEER** copies of all resolutions and other documents pertaining to the work covered by this Agreement and appropriate funds necessary to pay the **ENGINEER** for work performed.

Provide the **ENGINEER** by placing at his disposal available information pertinent to the services to be rendered. Provide for the excavation of the force main as required to allow for the testing of the pipe thickness.

Examine all studies, reports, proposals, and other documents presented by the **ENGINEER** and render decisions pertaining thereto so as not to delay the work of the **ENGINEER**.

### **ARTICLE III - SCOPE OF SERVICES**

Authorized engineering services performed by the **ENGINEER** under the Agreement shall include the services as hereinafter specified under Division "A" through Division "E" of this Agreement.

#### **DIVISION "A" - PRELIMINARY DESIGN PHASE**

Services performed by the **ENGINEER** under this Division "A" shall include the assembly and review of records and drawings supplemented, as required, by on-site measurements, personnel interviews, and other information gathering methods to facilitate the Design Phase. Engineer shall provide for the cost of field testing of the force main pipe thickness at up to three locations as part of these services.

#### **DIVISION "B" - DESIGN PHASE:**

Upon authorization of the **OWNER**, the **ENGINEER** shall provide the following:

1. Prepare final plans and specifications including bidding and contract documents;
2. Upon approval by the **OWNER**, submittal of the plans and specifications to the Tennessee Department of Environment and Conservation; and
3. Preparation of easement descriptions and permits including but not limited to the Tennessee Department of Environment and Conservation, the Army Corps of Engineers, Tennessee Department of Transportation, and Railroad.

#### **DIVISION "C" - PRE-CONSTRUCTION PHASE:**

Under this division, the **ENGINEER** shall include:

1. Assisting the **OWNER** in the acquisition of easements, if required;
2. Assisting the **OWNER** in obtaining necessary permits;
3. Assisting the **OWNER** in procurement of construction contracts including:
  - (a) Soliciting bids from contractors;
  - (b) Clarifications of drawings and specifications for bidders by issuance of contract addenda, as required.
4. Assisting in the pre-construction conferences to include discussions of the following:
  - (a) Responsibilities of the **OWNER**, contractor(s), and other involved parties, and
  - (b) Performances and payment schedules.

#### **DIVISION "D" - CONSTRUCTION PHASE:**

Under this division, the **ENGINEER**, if authorized, shall include:

1. When requested, provide site visits to confer with the **OWNER**, the **OWNER's** field personnel, and the Contractor on construction progress and/or problems.
2. Reviewing of Contractor submittals and shop drawings on materials to be incorporated in these projects.

#### **DIVISION "E" - FIELD INSPECTION PHASE**

Under this Division and upon execution of construction contract the **ENGINEER** will provide field project representative to assist in field checks of materials and contractor's workmanship of those portions of the



work to which they are assigned to report any and all deviations from the Contract Drawings, Contract Specifications, and other Contract provisions which may come to their notice.

The **ENGINEER'S** undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the **ENGINEER** an insurer of the contractor's performance; and shall not impose upon the **ENGINEER** any obligation to see that the work is performed in a safe manner. The furnishing of a resident project representative will not make the **ENGINEER** responsible for or give the **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the contractor's failure to perform the work in accordance with the construction contract documents.

#### **ARTICLE IV - PERIOD OF SERVICE**

| <b>Division of Engineering Services</b> | <b>Start Date</b>  | <b>Completion</b> |
|-----------------------------------------|--------------------|-------------------|
| Preliminary and Design Phases           | Upon Execution     | TDOT schedule     |
| Pre-Construction Phase                  | Upon Authorization | To be established |
| Construction                            | Upon Authorization | To be established |

If, without the fault or negligence of the **ENGINEER**, the performance of all or any part of the work is suspended, delayed, or interrupted by an act of the **OWNER** or any government agency, an adjustment may be necessary in the cost of and time for performance of such an Agreement. Such amendment to the Agreement shall be negotiated between the **OWNER** and **ENGINEER** to establish a modified amount and the amount shall be set forth in writing accordingly.

It is understood and agreed by the **OWNER** and the **ENGINEER** that the cost ceiling established in Article V - Compensation - for the services delineated in Article III is based upon the completion of the engineering services with the periods set forth herein. Should any other conditions outside the control of the **ENGINEER** create a need for a longer period, all or part of the costs set forth hereto may be renegotiated by the **OWNER** and the **ENGINEER**.

#### **ARTICLE V - COMPENSATION**

The **OWNER** and the **ENGINEER**, having negotiated for the performance of certain engineering services in **Article III** as described herein before, mutually agree to a "not-to-exceed" fee ceiling that shall not exceed the amounts shown in the following table.

| <b>Division of Engineering Services</b>  | <b>Basis of Fee</b> | <b>Not-to Exceed Fee Amount</b> |
|------------------------------------------|---------------------|---------------------------------|
| Preliminary and Design Phases            | Hourly Rate         | \$45,000.00                     |
| Pre-Construction Phase                   | Hourly Rate         | \$6,000.00                      |
| Construction (Contract Monitoring) Phase | Hourly Rate         | \$9,000.00                      |
| Construction Inspection (If Authorized)  | Hourly Rate         | \$40,000.00                     |

Services to be performed under **ARTICLE III** shall be undertaken subsequent to the execution of this agreement by the **ENGINEER** and the **OWNER**. The **OWNER** agrees to compensate the **ENGINEER** by making payments based upon the services performed by personnel of the **ENGINEER**. These rates include payroll-related overhead costs such as social security, group insurance and taxes, as well as general office overhead and profit. No separate charge is made for secretarial time, other office administrative personnel,

and incidental expenses such as highway travel, telephone, report printing, computer time and mailing expenses. All of these are included in the overhead costs and are not separately charged to the client.

The **ENGINEER** reviews scheduled fees on an annual basis. New fee schedules are issued as warranted but no more frequently than once annually. The standard billing rates as established in the attached current schedule of fees.

Overtime, if any, of non-exempt personnel (Technician and Inspector) shall be 1.5 times the indicated rate. Services provided to the **ENGINEER** on a sub-consultant or sub-contract basis such as, but not limited to, survey, subsurface investigation and material testing, shall be paid for in the amount billed to the **ENGINEER**.

#### **ARTICLE V – TERMINATION**

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no termination may be affected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Lack of orderly progress of an assignment caused by the **ENGINEER** shall constitute substantial failure.

This Agreement may be terminated in whole or in part in writing by the **OWNER** for its convenience, provided that the **ENGINEER** is given (1) not less than ten (10) calendar days' written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

#### **ARTICLE VI – LIMIT OF LIABILITY**

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and to **OWNER** and anyone claiming by, through, or under the **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** shall not exceed the total compensation received by **ENGINEER** under this Agreement.

To the fullest extent permitted by Laws and Regulations, **OWNER** shall indemnify and hold harmless **ENGINEER** from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of **OWNER** or **OWNER'S** officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the **OWNER** with respect to this Agreement or to the Project. Nothing in this agreement shall be construed as a waiver of any defenses,

immunities or liability limits that **OWNER** may have under the Tennessee Governmental Liability Act or other applicable law.

**ARTICLE VII - GENERAL TERMS AND CONDITIONS**

The **OWNER** and the **ENGINEER** bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement, and neither the **OWNER** nor the **ENGINEER** shall assign, sublet or transfer his interest in this Agreement without written consent of the other. It is understood and agreed that minor changes in the Partnership of the **ENGINEER** shall not operate to cancel this Agreement.

**IN WITNESS THEREOF**, the parties have made and executed this Agreement as of the day and year first above written.

**OWNER: City of Columbia**

**Witness:**

BY: \_\_\_\_\_  
Mayor – Chaz Molder

BY: \_\_\_\_\_  
Witness

Approved as to legal Form:

BY: C. Tim Tisher  
Witness C. Tim Tisher, City Attorney

**ENGINEER: Water Management Services, LLC**

BY: Steven M. Jones  
Steven M. Jones, Partner

**Witness:**

BY: Roger Boyers  
Roger Boyers, Partner

**TABLE 1 - SCHEDULE OF FEES**

| <u>Classification</u>       | <u>Hourly Rate</u> |
|-----------------------------|--------------------|
| Project Manager             | \$160.00           |
| Project Engineer            | \$150.00           |
| Construction Manager        | \$140.00           |
| Senior Engineer             | \$135.00           |
| Engineer III                | \$120.00           |
| Engineer II                 | \$105.00           |
| Engineer I                  | \$95.00            |
| Senior Designer/ Technician | \$110.00           |
| Designer/Technician II      | \$100.00           |
| Designer/Technician I       | \$90.00            |
| Inspection                  | \$80.00            |

**Rural Development FmHA FEE SCHEDULE**

| NET CONSTRUCTION COST | TABLE I                        | TABLE III                             |
|-----------------------|--------------------------------|---------------------------------------|
|                       | BASIC DESIGN<br>PERCENTAGE FEE | RESIDENT INSPECTION<br>PERCENTAGE FEE |
| 100,000               | 14.00%                         | 13.00%                                |
| 200,000               | 12.20%                         | 10.40%                                |
| 300,000               | 11.25%                         | 8.80%                                 |
| 400,000               | 10.70%                         | 8.00%                                 |
| 500,000               | 10.30%                         | 7.40%                                 |
| 600,000               | 9.73%                          | 6.80%                                 |
| 700,000               | 9.45%                          | 6.40%                                 |
| 800,000               | 9.20%                          | 6.00%                                 |
| 900,000               | 9.00%                          | 5.80%                                 |
| 1,000,000             | 8.85%                          | 5.60%                                 |
| 2,000,000             | 7.65%                          | 4.60%                                 |
| 3,000,000             | 7.22%                          | 4.00%                                 |
| 4,000,000             | 6.90%                          | 3.70%                                 |
| 5,000,000             | 6.75%                          | 3.50%                                 |
| 6,000,000             | 6.65%                          | 3.32%                                 |
| 7,000,000             | 6.55%                          | 3.20%                                 |
| 8,000,000             | 6.45%                          | 3.12%                                 |
| 9,000,000             | 6.40%                          | 3.05%                                 |

Client: City of Columbia  
Project: TDOT Sewer relocation  
No.:

ESTIMATED PROJECT CONSTRUCTION COSTS: \$625,000

ESTIMATED % FEE FOR DESIGN SERVICES 9.66%  
ESTIMATED FEE FOR DESIGN SERVICES

\$60,375

Preliminary Design Phase @ 20%

\$12,075

Design Phase @ 55%

\$33,206

Preconstruction Phase @ 10%

\$6,038

Contract Monitoring @ 15%

\$9,056

Total Engineering Fees

\$60,375

ESTIMATED % FEE FOR FIELD INSPECTION 6.70%

ESTIMATED FEE FOR FIELD INSPECTION

41,875

41,875



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Michele Stevens, Administrative Assistant, [mstevens@columbiatn.com](mailto:mstevens@columbiatn.com), 931-560-1010

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**AGENDA ITEM TITLE:** APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA AND WASTE MANAGEMENT

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia's Wastewater Treatment Plant disposes of its bio-solids from the operation of the de-watering process in Waste Management's Cedar Ridge Landfill in Marshall County, TN. The original approval from TDEC allowing the City to utilize their services was approved on April 29, 1994. The new rate per ton with a minimum charge for 5 tons is \$55.00/ton. The City of Columbia's current agreement with Waste Management expires June 30, 2024.

**CERTIFICATION:** The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Wastewater-Admin - Landfill Charges.

**ATTACHMENTS:** Waste Management CU2964 Exhibit A







## Industrial Waste & Disposal Services Agreement

## Exhibit A

### F. COMMENTS

☐ See Attached

- The Company reserves the right to refuse any load or discontinue any waste stream should such waste pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any Company permit.
- All loads must be accompanied by proper shipping paper.
- If the Company received authorization to make changes to your waste profile during the approval process, your acceptance and execution of this Exhibit A confirms the accuracy of the changes.
- If WM (or a WM contracted hauler) is not providing the transportation services, you must ensure that the transporter is licensed and approved to haul the applicable Special Waste and/or Hazardous Waste. All third-party transporters must comply with WM safety requirements and procedures (including without limitation, wearing a hard hat, safety glasses, steel-toe boots, and safety vest). If transporting to a Chemical WM facility, a Tyvek suit and respirator are also required. Please review and abide by safety information by visiting [WMSolutions.com/safety](http://WMSolutions.com/safety).
- Prices quoted herein are valid for 30 days. Unless WM is hired for this project prior to the expiration of this 30 day period in which case pricing remains valid in accordance with the terms of the Service Agreement.
- Pricing is based on the information provided on your profile and the representative data previously submitted. Charges incurred for additional services not listed above will be subject to standard rates and, payment of the invoice represents mutual agreement of those charges.
- The Energy Surcharge percentage can fluctuate on a weekly basis; please see [www.wm.com/esc](http://www.wm.com/esc) for more information on the Energy Surcharge and its calculation and historical values. The actual percentage rate applied to the total project invoice will be determined on the date each load is received.
- Please see profile approval form for special handling instructions. Additional special terms and conditions may be defined on your original quotation.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: 03/19/2014

YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

|              |             |                  |             |
|--------------|-------------|------------------|-------------|
| COMPANY      |             | CUSTOMER         |             |
| By: _____    | Date: _____ | Signature: _____ | Date: _____ |
| Name: _____  |             | Name: _____      |             |
| Title: _____ |             | Title: _____     |             |

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE

Last revised on December 12, 2016  
©2016 Waste Management

Approved as to Legal Form:

  
C. Tim Tisher, City Attorney



**Cedar Ridge Landfill Surcharges & Special Conditions**  
**(If Applicable) Revised 7/21/2020**

The rate set forth below are subject to change without notice. Landfill services will be charged according to the facility's rates at the time of service.

- Manifests - \$1.00/ Each
  - \$25.00 Minimum Order
- Invoice back up documentation \$2.00/Disposal Ticket – Effective 9/1/2020 -If requested by customer
- Spill Cleanup - \$500.00/load Minimum – additional labor and materials – cost plus 35%.
- Unscheduled/Late Load - \$250.00/load.
- Certification of Burial/Destruction – \$200.00.
- Wash-Out/Dig-Outs - \$250.00/load.
- Special Handling/Burial - \$175.00.
- Pull-Off - \$100.00.
- Overweight Loads - \$100.00.
- Additional Documentation – Extra copies, Tickets ccs – \$50.00.
- Witness Destruction - \$50.00.
- All Asbestos Loads must be scheduled prior to shipment
- Please contact the landfill (931-359-9032) at least 24 hours in advance for all asbestos loads
- All Asbestos loads are charged by the size of the container
- All 3<sup>rd</sup> party transporters must comply with WM safety requirements and procedures.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Jill Carlson, Sr. Administrative Assistant, [jcarlson@columbiatn.com](mailto:jcarlson@columbiatn.com), 931-560-1451

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**AGENDA ITEM TITLE:** APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR AN EXISTING CONDITION REVIEW AND REPORT OF THE AQUATIC FACILITIES AT THE MULETOWN RECREATION CENTER IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000).

**RECOMMENDATION:** Approve.

**INFORMATION:** The City of Columbia desires to complete an existing condition review and report on the aquatic facilities at the Muletown Recreation Center that the City is considering purchasing. The goal of the report is to provide notes on the needs and proposed changes to the three (3) existing pools and one (1) splashpad at the facility.

**CERTIFICATION:** The Chief Financial Officer certifies that \$15,000 is budgeted and unencumbered in General Government - Miscellaneous-Professional Services.

**ATTACHMENTS:** Kimley-Horn and Associates, LLC agreement on Muletown Recreation



March 21, 2024

Mackel Reagan  
Parks and Recreation Director  
City of Columbia  
700 N Garden Street  
Columbia, Tennessee 38401

Re: Professional Services Agreement  
Recreation Center Pool Report

Dear Mr. Reagan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Columbia ("Client") for providing design services related to the Recreation Center Pool Report.

## Project Understanding

The City of Columbia desires to complete an existing condition review and report of the aquatic facilities at the Muletown Recreation Center that the City is considering to purchase. The goal of the report is to provide notes on needs and proposed changes to the three (3) existing pools and one (1) splashpad at the facility.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### Task 1 – Project Coordination and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence and discussion of project elements with the Client throughout the process.

#### Task 1.1 – Kickoff Meeting and Site Visit

Kimley-Horn will attend one (1) in-person kickoff meeting and site visit with staff to document existing conditions of the aquatic facilities.

### Task 2 – Existing Conditions Report

Kimley-Horn will prepare a summary report detailing the findings of the existing conditions review and recommendations that the City would need to complete if they were to purchase the property. This report will consist of deficiencies that need to be addressed, potential code violations related to pool turnover and depth markings, as well as recommendations with potential construction costs.

A draft plan document will be submitted to staff for review and comment for a thirty (30) day review



period. Once a consolidated set of comments are received from the City, Kimley-Horn will address these comments and revise the document. The final document will then be submitted to the City in digital PDF format.

## Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings beyond those listed above
- Design services
- Geotechnical studies
- Construction documents
- Bid phase services
- Construction administration
- Others as requested by the Client

## Schedule

We will provide our services as expeditiously as practicable.

## Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-2 for the total lump sum fee of \$15,000. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Columbia.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA, LEED AP, ASLA  
Project Manager

CITY OF COLUMBIA

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments – Standard Provisions

Approved as to Legal Form:

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

  
C. Tim Tisher, City Attorney

**KIMLEY-HORN AND ASSOCIATES, INC.**

**STANDARD PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "In full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be

provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil

action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Tourism & Marketing Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com) 931-560-1510

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**AGENDA ITEM TITLE:**

APPROVE AND AUTHORIZE THE MAYOR TO SIGN A WORK ORDER BETWEEN THE CITY OF COLUMBIA AND CROWDRIFF IN THE AMOUNT OF \$5,500 FOR ADD-ON MODULE CROWDRIFF STUDIO TO ASSIST WITH EDITING/CREATING VIDEO CONTENT

**RECOMMENDATION:** Approve.

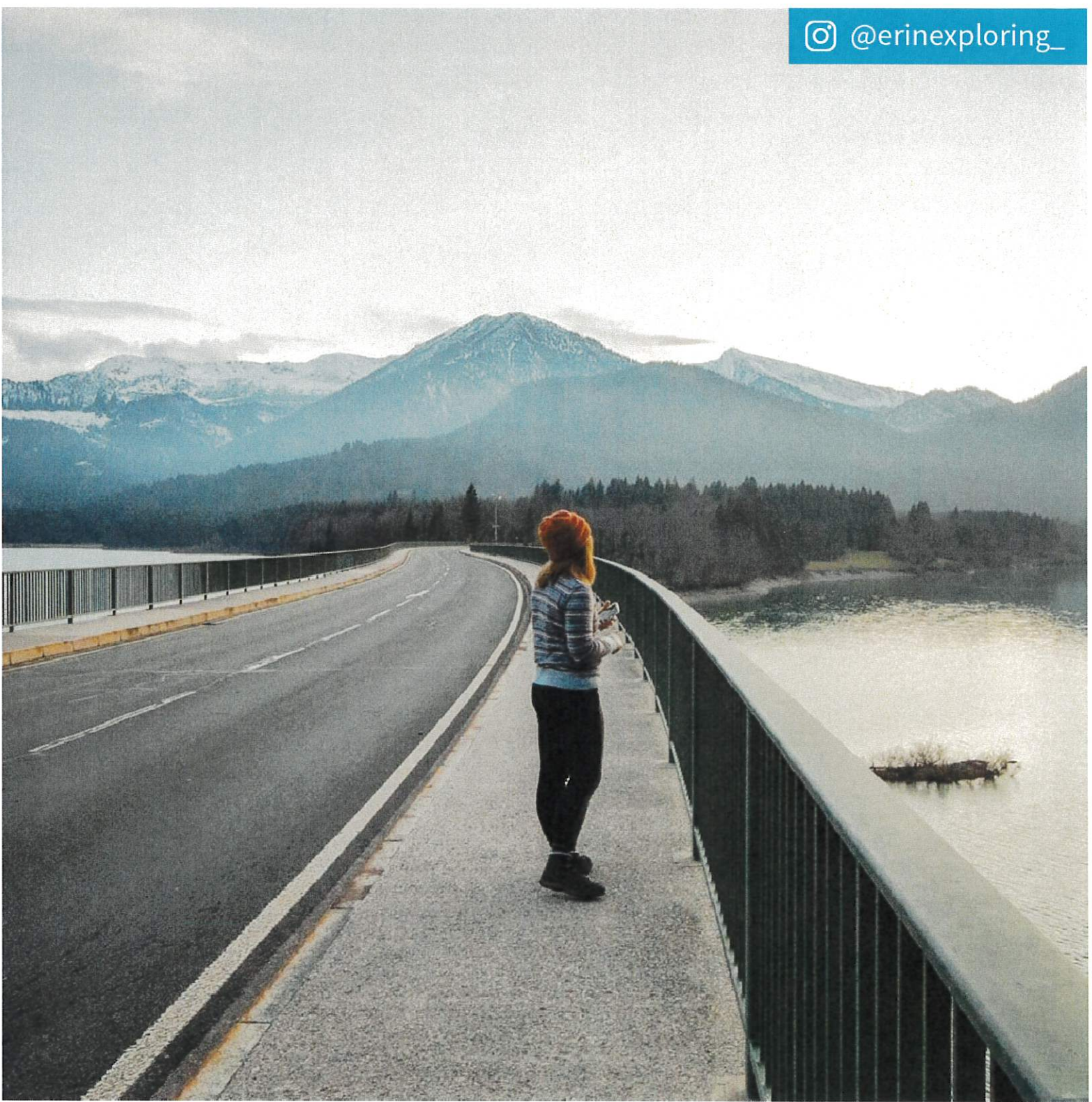
**INFORMATION:** Crowdriff is a crucial platform that Visit Columbia uses for social media marketing. Crowdriff now has a new video editing add-on module called Crowdriff Studio that is designed to be a resource to assist in creating effective and engaging video content for socials.

**CERTIFICATION:**

**ATTACHMENTS:**







**City of Columbia**  
**Order Form**  
Apr 19, 2024

 CrowdRiff

# 1. BACKGROUND

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CrowdRiff provides visual storytelling solutions that inspire new and returning interest to travel brands. It will allow City of Columbia (hereafter referred to as "Customer") to effectively discover and activate the most engaging visual content from the social web, while inspiring conversations around its brand. CrowdRiff will enable Customer to increase overall social and digital efficiency, activate its brand across seasons, and deliver real-time content through every marketing channel.

## 2. SCOPE

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### 2.1 Visual Marketing Platform License

License Period

- Start Date: Jun 1, 2024
- End Date: May 31, 2025

### Key Functionality

#### Studio

- CrowdRiff Studio is the tool that enables Customer to create short-form video through a web browser on desktop.
- Edited short-form video content can be exported for use on social platforms or anything that accepts vertical format content.
- Unlimited access to desktop app for your staff and agencies

## 2. SCOPE (CONT.)

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### 2.2 Website Embeds

- Unlimited Web Story Gallery Embeds
- Unlimited Web Story Single Embeds

### 2.3 Users

Unlimited Desktop users

### 2.4 Launch Timing

Customer can expect to complete full platform implementation within 14 days of an executed agreement subject to Customer's availability to participate in implementation and training.

### 3. SUPPORT

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CrowdRiff will provide Customer the necessary support for set-up, training and ongoing support. Customer will have direct access to their CrowdRiff's support team during the licensing period. All Customer requests are handled on a first come, first served basis, and responses can be expected within 48 hours.



## PURCHASE AND PAYMENT TERMS

| Item             | Description      | Price   | Net Price |
|------------------|------------------|---------|-----------|
| CrowdRiff Studio | 12 month license | \$5,500 | \$5,500   |
| Total List Price |                  |         | \$5,500   |
| Total Net Price  |                  |         | \$5,500   |

*All prices listed in USD*

### Payment Schedule

- Jun 1, 2024 - \$5,500

### Payment Terms

- Initial payment invoiced upon execution
- If applicable, remaining investment invoiced as per payment schedule above
- All invoices due within 30 days of issue date
- Acceptable forms of payment include cheque, bank wire transfer, or credit card (Visa or Mastercard)
- Credit Card processing fees apply

### Special Discount Terms and Expiry

- By accepting the terms of this Order Form, Customer approves CrowdRiff's use of its logo on CrowdRiff's website and agrees to participate in development of testimonials and case studies.
- All prices and special discounts quoted above will expire on May 31, 2024

## TERMS AND CONDITIONS

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- By signing this Order Form you agree to be bound by the full Terms of Service to the CrowdRiff platform and service(s) set out at [crowdriff.com/terms-of-service](https://crowdriff.com/terms-of-service), which together with this Order Form become the agreement between us.
- Any additional functionality requested by Customer outside of that identified in this agreement will be quoted separately, and implemented once written approval has been received from Customer.
- This document is private, confidential and personal to its recipients and should not be copied or shared with third parties.
- At the License Period End Date, and every License renewal period thereafter, the License will be renewed automatically for an additional period of 12 months provided that the License fee increases by no more than 5%. Additional fees may apply should Customer choose to add new features to the License. Customer may elect to not renew by providing written notice at least 30 days prior to the end of the then current License Period. CrowdRiff will notify the Customer

of the upcoming renewals at 60 days prior to the end of every License Period.

By signing below, the signee agrees to abide by the terms and conditions contained in this agreement, and certifies that the signee is authorized to accept these obligations on behalf of the organization.

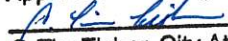
### City of Columbia

|           |                                |
|-----------|--------------------------------|
| Name      | Mayor Charles (Chaz) M. Molder |
| Title     | Mayor                          |
| Signature |                                |
| Date      |                                |

### CrowdRiff

|           |                  |
|-----------|------------------|
| Name      | Chelsea Mosgrove |
| Title     | Director, Sales  |
| Signature |                  |
| Date      |                  |

Approved as to Legal Form:

  
G. Tim Tisher, City Attorney





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Ginger Adams, Senior Administrative Assistant to Fire Chief  
[gadams@columbiatn.com](mailto:gadams@columbiatn.com), 931-560-1723

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**AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A LEASE AND SERVICE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND SAFE HAVEN BABY BOXES, INC FOR THE PURCHASE, INSTALLATION AND SERVICE OF A BABY BOX TO BE INSTALLED AT FIRE STATION NO. 1 LOCATED AT 1000 SOUTH GARDEN STREET -**

**RECOMMENDATION:** Approve.

**INFORMATION:** Safe Haven Baby Boxes mission is to prevent illegal abandonment of newborns by raising awareness, offering a 24-hour hotline for mothers in crisis and offering the Safe Haven Baby Boxes as a last resort option for women who want to maintain complete anonymity.

A Baby Box is a safety device provided for under Tennessee Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

Columbia Fire & Rescue is a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law.

**ATTACHMENTS:** Staff Report; Safe Haven Baby Boxes, Inc Lease and Service Agreement; Exhibit A; Exhibit B.

## LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of \_\_\_\_\_, 202\_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, ("SHBB") and the \_\_\_\_\_ ("Provider").

### RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment.

WHEREAS, Tennessee Code §68-11-255, *et al* (the "Safe Haven Laws"), provides certain protections to local hospitals, EMS facilities, fire departments, and law enforcement facilities that install a newborn safety device (the "Safety Device");

WHEREAS, Provider desires to install a Safety Device on Provider's premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at 1000 South Garden Street, Columbia, TN. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

**Section 3. Lease and Service Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately

notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

#### **Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the [City / Hospital]'s master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under [City / Hospital]'s master general liability and umbrella policies.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after

this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

#### **Section 10. Remedies.**

**A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**B. Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

#### **Section 12. Disclaimer and Limitation of Warranties.**

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this



Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**Section 13. Miscellaneous.**

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes  
Attn: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Provider Notice shall be given to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Maury County Tennessee. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Tennessee court in Maury County, State of Tennessee, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Maury County, State of Tennessee, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or

proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its everyday, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

"SHBB"

By: \_\_\_\_\_  
Monica Kelsey, Founder / CEO  
Safe Haven Baby Boxes, Inc.

**“PROVIDER”**

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CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

---

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



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C. TIM TISHER, CITY ATTORNEY

## **EXHIBIT A**

### **SAFE HAVEN BABY BOXES, INC.** **POLICIES AND PROCEDURES**

#### **I. Purpose:**

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Tennessee Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

#### **II. Policies:**

- A. A Provider is a hospital or site, such as a volunteer fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
  - 1. When the door is accessed from the outside.
  - 2. When the newborn is placed in the box and activates the motion sensor.
  - 3. When electrical failure occurs to the Baby Box.

#### **III. Generic procedures when the Baby Box is Activated:**

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, or Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

- evaluation at the hospital will include screenings and examinations by physicians as necessary.
- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
  - G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

#### **IV. Additional Procedures for designated Providers:**

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
  - iv Provider agrees to arrange for and begin the installation of the baby box within Two (2) weeks after delivery.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.

- ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will de-activate the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 888-742-2133 extension 700 and to the Local Department of Childrens Services within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

**V. Documentation (Documents & Forms):**

- A. Documents
  - 1. Weekly Safe Haven Baby Box alarm system checks
  - 2. All Safe Surrenders by date and time



EXHIBIT B  
SAFE HAVEN BABY BOXES, INC.  
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000:

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
  - a. Examination of location
  - b. Administrative/Legal resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
  - a. Inspection of installation
  - b. Training to all emergency personnel
4. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
  - a. Recertification of the box by SHBB authorized personnel
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

*\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. \$500.00 (optional) Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. *\*Alternatives may apply. Please contact SHBB for more information*



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Ginger Adams, Sr. Administrative Assistant, [gadams@columbiatn.com](mailto:gadams@columbiatn.com), 931-560-1723

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**AGENDA ITEM TITLE: APPROVE THE PURCHASE OF A 2024 KME K180 RESCUE/PUMPER FROM SAFE INDUSTRIES IN THE AMOUNT OF \$750,000 UTILIZING HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM -**

**RECOMMENDATION:** Approve.

**INFORMATION:** Columbia Fire & Rescue requests City Council approval for the acquisition of a 2024 KME K180 Rescue/Pumper from Safe Industries utilizing the H-GAC Purchasing Program.

Last year, City Council approved \$900,000 over a three-year period for funding a new Rescue/Pumper. If approved, this 2024 KME K180 Rescue/Pumper will replace a 1996 E-One Pumper. Columbia Fire & Rescue requests moving forward with this purchase due to expected cost increase of apparatus in upcoming months.

The purchase price is currently \$750,000 with \$300,000 to be paid upon contract approval and the remaining balance paid on or about July 1, 2024.

**CERTIFICATION:** The Chief Financial Officer certifies that \$300,000 is budgeted and unencumbered in Fire-Suppression - Vehicles.

**ATTACHMENTS:** Staff Report, Official Proposal, H-GAC Contract



## Official Proposal of the City of Columbia, TN

**All Source Enterprises LLC. DBA Safe Industries** herewith submits a specification of an Apparatus on April 23, 2024 in response to the specification request and in compliance with the description and specifications outlined in the meetings held with City of Columbia, TN for:

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                |                            |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b><u>Package:</u></b>          | One (1) Safe Retail Unit GSO 11815 – K-180 Side Mount Pumper with a Metro Star Cab, a Cummins L9 450HP Engine, a Waterous CSU 1500 GPM Pump, a 750 Gallon Water Tank, a 20 Gallon Foam Tank, a Booster Reel in the Rear Compartment, a FoamPro 1600 Foam System, Ladder, Pike Poles and Backboard Storage on the Officer Side of the Body Beside the Water Tank and an Aluminum Hose Bed Cover | \$733,000.00               |
|                                 | <ul style="list-style-type: none"><li>• Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.</li></ul>                                                                                                                                                                                                     | Included                   |
|                                 | <ul style="list-style-type: none"><li>• During the First Year of the Truck's Warranty Period, Safe Industries Will Provide Warranty Inspections at 120 and 330 Days After Delivery at No Charge to the Customer.</li></ul>                                                                                                                                                                     | Included                   |
|                                 | <ul style="list-style-type: none"><li>• Contingency Funds</li></ul>                                                                                                                                                                                                                                                                                                                            | \$15,000.00                |
|                                 | <ul style="list-style-type: none"><li>• HGAC Cooperative Purchasing Fee</li></ul>                                                                                                                                                                                                                                                                                                              | \$2,000.00                 |
| <b><u>Total of Package:</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                | <b><u>\$750,000.00</u></b> |

*Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.*

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries  
Bidding Organization Address: 5031 Hwy 153  
Easley, SC 29642

Signature of Bidder's Representative:

Name: Lee Beckman  
Title: Apparatus Sales Representative  
Phone: (931) 242-1604  
Email: LBeckman@safeindustries.com

Delivery is to be made to the Customer subject to all clauses of the attached contract, within approximately 1-3 months from receipt of the signed and accepted sales contract by the Dealer. Proposed delivery days subject to change based on shelving and upfit modifications determined by the department. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond KME's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 30 days or until the unit is sold by the dealer.

## Purchase Agreement

Date: \_\_\_\_\_

**Purchaser's Legal Name(s):** City of Columbia, TN  
(Please Print)

**Address:** 700 N. Garden Street, Columbia, TN 38401 **County:** Maury

**Contact:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_  
(Please Print)

**Email:** \_\_\_\_\_

|                               |                  |                         |                                             |
|-------------------------------|------------------|-------------------------|---------------------------------------------|
| <b>Year:</b> 2024             | <b>Make:</b> KME | <b>Model:</b> Panther   | <b>Truck #:</b> GS 11815                    |
| <b>VIN:</b> 4S9EKETA9RS559538 |                  | <b>Odometer Reading</b> | <b>No Accurate</b> <input type="checkbox"/> |

| Surcharge Disclosure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Final Pricing Shall be Subject to Surcharges Incurred on the Materials and Products Required to Build and Provide your Products. Final Invoices will Include a Line Item Labeled "Surcharge" Along with the Applicable Surcharge Amount. This is not a Negotiable Discussion with Safe Industries as we are Passing Through Costs Required to Build and Provide your Products.                                                                                                                                                                                                                          |            |
| Authorized Purchaser Initials: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |
| Authorized Dealer Initials: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |
| Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |
| This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative. |            |
| Purchaser Signature _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date _____ |
| Accepted by Authorized Dealership Representative _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date _____ |
| Warranty Statement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |
| Pursuant to South Carolina Law, this Vehicle is sold by us with the implied warranties. No express warranties are given by our Dealer unless the box beside "Our Used Vehicle Limited Warranty Applies" is marked below. Any warranties by a manufacturer or supplier other than our Dealer are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.                          |            |
| <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b><br>The information you see on the Buyer's Guide for this Vehicle is part of this contract. Information on the Buyer's Guide overrides any contrary provisions in the contract of sale.                                                                                                                                                                                                                                                                                                                                                     |            |
| <input type="checkbox"/> Our Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction.                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |

| Pricing Structure                   |              |
|-------------------------------------|--------------|
| (1) Price of Vehicle(s)             | \$733,000.00 |
| (2) Contingency Funds               | \$15,000.00  |
| (3) HGAC Coop Fee                   | \$2,000.00   |
| (4)                                 |              |
| (5)                                 |              |
| (6)                                 |              |
| (7)                                 |              |
| (8)                                 |              |
| (9)                                 |              |
| (10)                                |              |
| (11) Total Price (1-10)             | \$750,000.00 |
| (12) Performance Bond               | \$0.00       |
| (13) Total (11-12)                  | \$750,000.00 |
| (14) Prepayment Discount            | \$0.00       |
| (15) Less Trade in Allowance        | \$0.00       |
| (16) Total Price (13 minus 14 & 15) | \$750,000.00 |
| (17) Deposit (Down Payment)         | \$300,000.00 |
| (18) Balance Due                    | \$450,000.00 |

**Approved as to Legal Form:**

*City of Columbia*

By: Tom Tisher City Attorney

5031 HWY 153, EASLEY, SC 29642 | P: 864.845.7175 | F: 864.845.7176



**Additional Agreement Between the Dealer and the Purchaser(s):**

1. **Terms Used In This Agreement:** This Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - Agreement - Means all of the pages of this Purchase Agreement together with any documents incorporated into this Agreement by reference,
  - whether such reference is made in this Agreement or in the document itself.
  - You, Your - Means the Purchaser(s) identified in this Agreement.
  - We, Us, Our - Means the Dealer that is identified in this Agreement and its Authorized Representatives.
  - Manufacturer - Means the company that manufactured the Vehicle.
  - Vehicle - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - Trade-In Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Preconstruction Meeting:** Upon request (at time of order) by either party, a preconstruction conference may be conducted to ascertain and confirm customer requirements with respect to the Apparatus ordered by Buyer. Both parties agree that the pre-build conference will be conducted no later than thirty (30) business days from execution of this Contract.
3. **Change Orders:** Changes to this contract may be requested by the Buyer after the execution and the acceptance of this contract by the Dealer. Changes will be reviewed for cost and schedule impact by the Dealer and the Buyer. Changes will be sequentially numbered. Change Orders will be prepared by the Dealer and executed by the Buyer. The price of the Apparatus will be adjusted to take into account any Change Orders. Any and all Change Orders may extend the completion and delivery of the Apparatus, and any such extension shall be specified in the applicable change order or the completion and delivery date of the Apparatus shall be altered by the applicable change order. A Change Order shall be required for any and all Changes to the Specification and/or Loose Equipment.
4. **Final Inspection:** The Dealer requires, and the Buyer agrees, that the unit will be inspected within seven (7) days of notice that the unit has been completed.
5. **Delivery Terms:**  
30-90 Calendar Days After Receipt of Signed and Accepted Sales Order by the Dealer
6. **Liquidated Damages:** (Please Check One. If Yes Complete the section below): No

Should the delivery of the Apparatus be delayed, the Dealer has agreed to pay as liquidated damages the sum of \$0.00 per day.

Starting NA days after receipt of signed and accepted Sales Contract by the manufacturer

Starting NA days after receipt of approved Chassis by the manufacturer

Starting on day NA

The final payment amount will be adjusted based on the total liquidated damages charges. The liquidated damages clause excludes delays due to war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond the Company and/or the manufacturer's reasonable control. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties.

7. **Performance Bond:** ☐ Yes ☒ No

As part of the Dealer's obligations under the terms of this contract, the Dealer shall provide a Performance Bond in a form that is acceptable to Buyer and its insurer for an amount equal to 100% of the contract price. The Buyer will not be required to make any payment hereunder until such Bond is provided by the Dealer and approved by Buyer's insurance agent. The price of the performance bond is included in the total Contract amount set forth in this contract. In the event no payment is due until after final delivery and acceptance of the Apparatus, Buyer, in its sole discretion may waive the need for the Performance Bond.



8. **Tag On / Additional Orders:** At its sole discretion, the Dealer may allow the terms of this contract to be extended to both the Buyer and similar agencies for the purchase of a similar unit(s) under similar terms for a period of 36 months from the date of the execution of this contract. Should the Dealer choose to exercise this option, it will be permitted to adjust the contract pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the unit as well as normal manufacturer yearly price increases. If there are any changes between the unit(s) purchased via this contract and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate contract will be required to complete the additional purchases. This includes any similar Apparatus, Loose Equipment options, and Service and Warranty Plans.
9. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
10. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
11. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
12. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
13. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

- 14. Purchaser's Default and Dealer's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade -In Vehicle and reimburse the Dealer out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph shall be in addition to, and not in lieu of, any other remedies available under the Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade -In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
- 15. Governing Law:** The terms and conditions of this agreement, including any documents which are a part of this transaction or incorporated herein by reference, and any sale hereunder will be governed by the laws of the state of South Carolina. Each party irrevocably and unconditionally agree that any suit, action, or other legal proceeding arising out of or relating to this agreement will be brought in a court of record of the state of South Carolina.
- 16. Indemnification:** To the extent permitted by applicable law each party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.
- 17. Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - Allsource Enterprises LLC - Public Services - ID: 11685 - - FS12-23

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## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Allsource Enterprises LLC, dba Safe Industries hereinafter referred to as the Contractor, having its principal place of business at 5031 Highway 153, Easley, SC 29642.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

#### **ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

#### **ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

#### **ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was**

**considered in a procurement transaction, etc.**

#### **ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

#### **ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

#### **ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

#### **ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

#### **ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

#### **ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

#### **ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

#### **ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

#### **ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

#### **ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.



- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

## **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

## **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

### **Price Increase**

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, [james.glover@h-gac.com](mailto:james.glover@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

#### **ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

#### **ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

#### **ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

#### **ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

##### *A. Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### *B. Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

### **ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

### **ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

### **ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

#### **ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

#### **ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

#### **ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent



certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

#### **ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

**ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

**ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

**ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

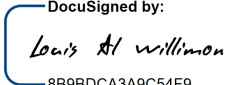
### **ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

### **SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

#### **Allsource Enterprises LLC , dba Safe Industries**

Signature  DocuSigned by:  
8B9BDCA3A9C54F9...

Name Louis Al Willimon

Title President

Date 12/20/2023

#### **H-GAC**

Signature  DocuSigned by:  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/3/2024

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Contract - Allsource Enterprises LLC - Public Services - ID: 11685**

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:



- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

#### **ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

#### **ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

#### **ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

#### **ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

#### **ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

#### **ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

#### **ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

# Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

**Project ID:** FS12-23

**Release Date:** Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

## 4. Specifications/Categories/Scope of Work

*This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.*

### 4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

### 4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),



please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

**A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

**B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

**C. Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

**D. Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

**E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

**F. Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

**G. Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

**H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

**I. Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

**J. Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

**K. Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

**L. Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

**4.3. General Requirements**

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

**4.4. Additional Requirements****Licenses**

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

### **Manuals**

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

### **Warranty**

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

#### 4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

#### 4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

#### 4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

#### 4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

|                                                               |                                       |
|---------------------------------------------------------------|---------------------------------------|
| <b>Category A</b> – Brush Trucks/Light Rescue                 | \$1,000 per purchase order            |
| <b>Category B</b> – Aerial Fire Apparatus                     | \$2,000 per purchase order            |
| <b>Category C</b> – Pumper Fire Apparatus                     | \$2,000 per purchase order            |
| <b>Category D</b> – Pumper/Tanker and Tanker Apparatus        | \$2,000 per purchase order            |
| <b>Category E</b> – ARFF Apparatus                            | \$2,000 per purchase order            |
| <b>Category F</b> – Special Service Vehicles                  |                                       |
| Heavy Rescue*/Special Service                                 | \$2,000 per purchase order            |
| Light Rescue/Quick Response                                   | \$1,000 per purchase order            |
| All Trailers                                                  | 2% of purchase order                  |
| *Heavy Rescue is vehicle with GVWR of 26,000 and above.       |                                       |
| <b>Category G</b> –Fire/Rescue/Emer. Response Boats           | 2% of purchase order                  |
| <b>Category H</b> - Fire Command Vehicles                     | \$1,000 per purchase order            |
| <b>Category I</b> - Alternative Fuel Vehicles                 | Fee determined by category of vehicle |
| <b>Category J</b> –Service/Maintenance Plans                  | 2% per purchase order                 |
| <b>Category K</b> - Fire Apparatus/Vehicle Parts and Supplies | 2% per purchase order                 |
| <b>Category L</b> - Fire Apparatus/Vehicle Options            | No separate fee - part of vehicle     |

## 4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--



**Attachment A**  
**Allsource Enterprises, LLC**  
**Fire Apparatus and Related Vehicles**  
**Contract No.: FS12-23**

| <b>Manufacturer</b> | <b>Product</b>        | <b>Item Description</b>                                                                                                                                                     | <b>Offered List Price</b> | <b>HGACBuy Discount</b> |
|---------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------|
|                     |                       | Category A - Wildland and Brush Vehicle                                                                                                                                     |                           |                         |
| E-One               | VM8 Mini Pumper       | Ford F550 4X4 4-Door Chassis, aluminum VM8 body, 300 Gallon Water, 1250 GPM Pump                                                                                            | \$430,897.00              | 5%                      |
| E-One               | Defender Wildland     | International HV 4-Door Chassis, stainless steel Defender body, 500 gallon Water, 500 GPM Pump                                                                              | \$725,134.00              | 5%                      |
|                     |                       | Category B - Aerial Fire Apparatus                                                                                                                                          |                           |                         |
| E-One               | HP75 Ladder           | E-One 75' Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump                                            | \$1,197,131.00            | 5%                      |
| E-One               | HP78 Ladder           | E-One 78' Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump                                  | \$1,206,521.00            | 5%                      |
| E-One               | Mero 100 Ladder       | E-One 100' single axle LTH100 Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, No Tank No Pump                                       | \$1,148,409.00            | 5%                      |
| E-One               | HR100 SA Quint        | E-One 100' HR100 Single Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump               | \$1,394,838.00            | 5%                      |
| E-One               | HR100 Ladder          | E-One 100' HR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump               | \$1,448,679.00            | 5%                      |
| E-One               | CR137 Ladder          | E-One 137' CR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump               | \$1,519,013.00            | 5%                      |
| E-One               | HP95 RM Platform      | E-One 93' HP95 Tandem Axle Aluminum Rear Mount Platform, 750# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump    | \$1,606,445.00            | 5%                      |
| E-One               | HP95 MM Platform      | E-One 95' HP95 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump   | \$1,844,872.00            | 5%                      |
| E-One               | HP100 Platform        | E-One 100' HP100 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump | \$1,745,945.00            | 5%                      |
|                     |                       | Category C - Pumper Fire Apparatus                                                                                                                                          |                           |                         |
| E-One               | VM8 M2 Pumper         | 2-Door, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Body, 1000 Gallon Tank, 1500 GPM Pump                                                                         | \$380,377.00              | 5%                      |
| E-One               | VM8 FC94 Pumper       | Spartan FC94 4-Door Chassis, X12 500 HP, VM8 Aluminum Body, 1000Gallon Tank, 1500 GPM Pump                                                                                  | \$611,853.00              | 5%                      |
| E-One               | AFT Metro Star Pumper | Spartan Metro Star 4-Door Chassis, AFT Aluminum Body, 1030 Gallon Tank, 1500 GPM Pump                                                                                       | \$790,881.00              | 5%                      |
| E-One               | M2 Pumper             | 2-Door Freighliner M2 106 Chassis, L9 300 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump                                                                        | \$374,723.00              | 5%                      |
| E-One               | FC94 Pumper           | Spartan FC94 4-Door Chassis, X12 500 HP, Extruded Aluminum Body, 1030 Gallon Tank, 1500 GPM Pump                                                                            | \$671,060.00              | 5%                      |
| E-One               | Typhoon Pumper        | E-One Typhoon 4-Door Chassis, X12 455 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump                                                                            | \$721,540.00              | 5%                      |
|                     |                       |                                                                                                                                                                             |                           |                         |

|       |                            |                                                                                                                                       |                |    |
|-------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------|----|
|       |                            | Category D - Pumper-Tanker/Tender                                                                                                     |                |    |
| E-One | VM8 M2 2000 Tanker         | 2-Door Pumper, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Wet Side Tanker Body, 2000 Gallon Tank, 750 GPM Pump             | \$376,929.00   | 5% |
| E-One | VM8 M2 3000 Tanker         | 2-Door Pumper, Freightliner M2 112 Tandem Axle Chassis, L9 360 HP, VM8 Aluminium Wet Side Tanker Body, 3000 Gallon Tank, 750 GPM Pump | \$425,033.00   | 5% |
| E-One | VM8 FC94 Tanker            | Spartan FC94 4-Door Chassis, X12 500 HP, VM8 Aluminium Wet Side Tanker Body, 2000 Gallon Tank, 1250 GPM Pump                          | \$636,188.00   | 5% |
| E-One | M2 2-Door Tanker           | 2-Door Freightliner M2 106 Chassis, L9 330 HP Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump                                 | \$421,219.00   | 5% |
| E-One | M2 2000 Wet Side Tanker    | 2-Door Freightliner M2 106 Chassis, L9 330 HP, Stainless Steel Wet Side Tanker Body, 2000 Gallon Tank, 500 GPM Pump                   | \$391,384.00   | 5% |
| E-One | M2 3000 Wet Side Tanker    | 2-Door Freightliner M2 106 Tandem Axle Chassis, L9 330 HP, Stainless Steel Wet Side Tanker Body, 3000 Gallon Tank, 500 GPM Pump       | \$408,122.00   | 5% |
| E-One | FC94 Tanker                | Spartan FC94 4-Door Chassis, X12 500 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump                                      | \$658,020.00   | 5% |
| E-One | Typhoon Tanker             | E-One Typhoon 4-Door Chassis, X12 445 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump                                     | \$822,570.00   | 5% |
|       |                            | Category F - Special Service Vehicles                                                                                                 |                |    |
| E-One | VM8 Light Rescue           | 4-Door Ford F550 Chassis, 12' VM8 Aluminum Non Walk-in Rescue Body                                                                    | \$255,639.00   | 5% |
| E-One | Light Rescue               | 2-Door Ford F550 Chassis, 12' Extruded Aluminum Body                                                                                  | \$276,450.00   | 5% |
| E-One | M2 Non Walk-In Rescue      | 2-Door Freightliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Non Walk-In Rescue Body                                          | \$316,546.00   | 5% |
| E-One | M2 Walk-In Rescue          | 2-Door Freightliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Walk-In Rescue Body                                              | \$352,166.00   | 5% |
| E-One | Typhoon Non Walk-In Rescue | E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Non Walk-In Rescue Body                                                       | \$678,675.00   | 5% |
| E-One | Typhoon Walk-In Rescue     | E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Walk-In Rescue Body                                                           | \$694,091.00   | 5% |
|       |                            | Category I - Electric/Alternative Fuel Fire Apparatus                                                                                 |                |    |
| E-One | Vector                     | E-One EV Electric Typhoon 4-Door Chassis, Extruded Aluminum Body, 500 Gallon Tank, 1250 GPM Pump                                      | \$2,286,774.00 | 5% |



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Ginger Adams, Senior Administrative Assistant, [gadams@columbiatn.com](mailto:gadams@columbiatn.com), 931-560-1723

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**AGENDA ITEM TITLE:** APPROVE CHANGE ORDER NO. 3 WITH BRINDLEY CONSTRUCTION, LLC IN THE AMOUNT OF \$84,000 FOR THE CITY OF COLUMBIA FIRE STATION NO. 1 RENOVATIONS

**RECOMMENDATION:** Approve.

**INFORMATION:** City Council approved a bid award December 14, 2023 to Brindley Construction, LLC in the amount of \$4,882,000 for the renovations to Fire Station No. 1 located at 1000 South Garden Street.

Change Orders No. 1 and No. 2 reduced the contract amount by a combined total of \$27,887 resulting in a lower contract price of \$4,854,113.

Change Order No. 3 increases the contract amount \$84,000 to provide all material, labor and equipment needed for the installation of a 220' underground fire line using 6" CPVC C900 DR 18 piping, designed to enhance the property's fire suppression capabilities. Key components include a protective hot box for temperature regulation, a DCDA backflow preventer for water safety, and a concrete vault prepared for an owner-supplied full flow meter in compliance with the City of Columbia.

Change Order No. 3 increases the contract price to \$4,938,113.

**CERTIFICATION:** The Chief Financial Officer certifies that \$84,000 will be proposed to be budgeted in appropriations amendments #4 to be presented at the June 13th City Council meeting.

**ATTACHMENTS:** Staff Report; Change Order No. 3.





PO Box 303  
Pulaski, TN 38478  
Ph : (931)363-4544

## Change Order

**Project:**  
23-131 City of Columbia Fire Station  
1000 South Garden Street  
Columbia, TN 38401

**Change Order: 3**

**Date: 4/29/2024**

**Architect's Project:**

**To Contractor:**  
Brindley Construction, LLC  
PO Box 303  
Pulaski, TN 38478

**The Contract is changed as follows:**

All material, labor and equipment needed for the installation of a 220' underground fire line using 6" CPVC C900 DR 18 piping, designed to enhance the property's fire suppression capabilities. Key components include a protective hot box for temperature regulation, a DCDA backflow preventer for water safety, and a concrete vault prepared for an Owner supplied full flow meter in compliance with City of Columbia.

3 15-300

\$84,000.00

|                                                                      |                |
|----------------------------------------------------------------------|----------------|
| The original Contract Amount was                                     | \$4,882,000.00 |
| Net change by previously authorized Change Orders                    | \$-27,887.00   |
| The Contract Amount prior to this Change Order was                   | \$4,854,113.00 |
| The Contract will be increased by this Change Order in the amount of | \$84,000.00    |
| The new Contract Amount including this Change Order will be          | \$4,938,113.00 |

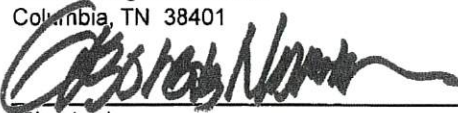
The date of Substantial Completion as of the date of this Change Order therefore is

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Nuber Architecture, LLC  
ARCHITECT  
1069 Rolling Fields Circle  
Columbia, TN 38401

Brindley Construction, LLC  
CONTRACTOR  
PO Box 303  
Pulaski, TN 38478

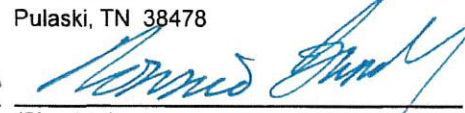
City of Columbia  
OWNER  
110 Sante Fe Pike  
Columbia, TN 38401

  
(Signature)

George Nuber

By 04-29-2024

Date

  
(Signature)

Ronnie Brindley

By 4.29.24

Date

(Signature)

By

Date

Approved as to Legal Form:

  
C. Tim Tisher, City Attorney



747 West College Street • P.O. Box 303 • Pulaski, Tennessee 38478  
Office: 931.363.4544 • Fax: 931.363.1503  
Web: [www.brindleyconst.com](http://www.brindleyconst.com)

April 11, 2024

Mr. George Nuber  
Nuber Architecture  
1069 Rolling Fields Circle  
Columbia, TN 38401

George,

We are pleased to propose all material, labor and equipment needed for the installation of a 220-foot underground fire line using 6-inch CPVC C900 DR18 piping, designed to enhance your property's fire suppression capabilities. Key components include a protective hot box for temperature regulation, a DCDA backflow preventer for water safety, and a concrete vault prepared for a customer-provided full flow meter, in compliance with the City of Columbia's policies.

In compliance with the City of Columbia's policy, the customer will provide the full flow meter. Our team will ensure seamless integration of the meter into the fire line system.

**Price: Eighty-Four Thousand Dollars (\$84,000.00)**

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Rohling', is written over a light blue horizontal line.

Tim Rohling  
Project Manager/Estimator  
Brindley Construction, LLC





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Regina Connelly, City Recorder's Office, [rconnelly@columbiatn.com](mailto:rconnelly@columbiatn.com), 931-560-1520

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 24-29 – TAX CORRECTIONS

**RECOMMENDATION:** Approve Resolution No. 24-29.

**INFORMATION:** The City Recorder is presenting tax corrections through 4/19/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

**ATTACHMENTS:** Staff Report for Resolution 24-29; Resolution No. 24-29; Resolution No. 24-29 Exhibit A.

**RESOLUTION**

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is assessed which should not be assessed; and

WHEREAS, the City of Columbia, Tennessee, has on its books certain property that is incorrectly assessed; and

WHEREAS, the City of Columbia, Tennessee, desires to correct these errors to properly reflect the corrections on the books of the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the following corrections are hereby approved:

(SEE SCHEDULE "A" ATTACHED HERETO)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

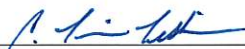
COLUMBIA, TENNESSEE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A  
RESOLUTION NO. 24-29

1. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA PEDIATRIC CLINIC. MAP 075 031.00 P S/I 500, 1600 NASHVILLE HWY. PROPERTY VALUE \$139,840.00, ASSESSED VALUE \$41,952.00, AND TAXES \$487.00. DUE TO ERROR FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
2. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA PEDIATRIC CLINIC. MAP 075 031.00 P S/I 501, 1600 NASHVILLE HWY. PROPERTY VALUE \$123,560.00, ASSESSED VALUE \$37,068.00, AND TAXES \$306.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
3. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA PEDIATRIC CLINIC. MAP 075 031.00 P S/I 502, 1600 NASHVILLE HWY. PROPERTY VALUE \$104,333.00, ASSESSED VALUE \$31,300.00, AND TAXES \$258.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
4. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF CUMBERLAND PEDIATRIC DENTISTRY. MAP 089 041.08 P S/I 500, 927 N JAMES M CAMPBELL BLVD STE 102. PROPERTY VALUE \$20,577.00, ASSESSED VALUE \$6,173.00, AND TAXES \$51.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
5. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF CUMBERLAND PEDIATRIC DENTISTRY. MAP 089 041.08 P S/I 501, 927 N JAMES M CAMPBELL BLVD STE 102. PROPERTY VALUE \$14,550.00, ASSESSED VALUE \$4,365.00, AND TAXES \$36.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

6. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF FRESENIUS MEDICAL CARE - COLUMBIA. MAP 100B B 001.01 P S/I 500, 861 W JAMES M CAMPBELL BLVD. PROPERTY VALUE \$522,063.00, ASSESSED VALUE \$156,619.00, AND TAXES \$1,292.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
7. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF FRESENIUS MEDICAL CARE - COLUMBIA. MAP 100B B 001.01 P S/I 501, 861 W JAMES M CAMPBELL BLVD. PROPERTY VALUE \$319,123.00, ASSESSED VALUE \$95,737.00, AND TAXES \$790.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
8. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF HOME DEPOT #5320. MAP 066 020.12 P S/I 500, 1701 N CLAYTON DR. PROPERTY VALUE \$138,297.00, ASSESSED VALUE \$41,489.00, AND TAXES \$342.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
9. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF HOME DEPOT #5320. MAP 066 020.12 P S/I 501, 1701 N CLAYTON DR. PROPERTY VALUE \$31,580.00, ASSESSED VALUE \$9,474.00, AND TAXES \$78.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
10. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF SMITH CONSTRUCTORS. MAP 101 034.22 P S/I 500, 760 ARMSTRONG LN. PROPERTY VALUE \$64,790.00, ASSESSED VALUE \$19,437.00, AND TAXES \$160.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
11. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF SMITH CONSTRUCTORS. MAP 101 034.22 P S/I 501, 760 ARMSTRONG LN. PROPERTY VALUE \$1,458,057.00, ASSESSED VALUE \$437,417.00, AND TAXES \$3,609.00. DUE

TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER  
MAURY COUNTY TAX ASSESSOR.

12. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF  
SOFTSPACE SOUTH INC. MAP 075 026.07 P S/I 500, 1512  
NASHVILLE HWY. PROPERTY VALUE \$644,080.00, ASSESSED  
VALUE \$193,224.00, AND TAXES \$2,241.00. DUE TO ERROR  
FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY COUNTY  
TAX ASSESSOR.
13. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF  
SOFTSPACE SOUTH INC. MAP 075 026.07 P S/I 501, 1512  
NASHVILLE HWY. PROPERTY VALUE \$555,837.00, ASSESSED  
VALUE \$166,751.00, AND TAXES \$1,376.00. DUE TO ERROR  
FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY  
TAX ASSESSOR.
14. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF  
SOFTSPACE SOUTH INC. MAP 075 026.07 P S/I 502, 1512  
NASHVILLE HWY. PROPERTY VALUE \$517,950.00, ASSESSED  
VALUE \$155,385.00, AND TAXES \$1,282.00. DUE TO ERROR  
FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY  
TAX ASSESSOR.
15. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF  
MULETOWN PEDIATRIC DENTISTRY (DBA) FKA TITAN  
PEDIATRIC DENTISTRY (DBA) TENNESSEE VALLEY  
DENTISTRY. MAP 075J C 007.00 P S/I 500, 1501 NASHVILLE  
HWY STE 102. PROPERTY VALUE \$258,543.00, ASSESSED  
VALUE \$77,563.00, AND TAXES \$899.00. DUE TO ERROR  
FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY COUNTY  
TAX ASSESSOR.
16. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF  
MULETOWN PEDIATRIC DENTISTRY (DBA) FKA TITAN  
PEDIATRIC DENTISTRY (DBA) TENNESSEE VALLEY  
DENTISTRY. MAP 075J C 007.00 P S/I 501, 1501 NASHVILLE  
HWY STE 102. PROPERTY VALUE \$133,090.00, ASSESSED  
VALUE \$39,927.00, AND TAXES \$329.00. DUE TO ERROR

FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY  
TAX ASSESSOR.

17.PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF  
MULETOWN PEDIATRIC DENTISTRY (DBA) FKA TITAN  
PEDIATRIC DENTISTRY (DBA) TENNESSEE VALLEY  
DENTISTRY. MAP 075J C 007.00 P S/I 501, 1502 NASHVILLE  
HWY STE 102. PROPERTY VALUE \$59,273.00, ASSESSED  
VALUE \$17,782.00, AND TAXES \$147.00. DUE TO ERROR  
FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY  
TAX ASSESSOR.





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Regina Connelly, City Recorder's Office, [rconnelly@columbiatn.com](mailto:rconnelly@columbiatn.com), 931-560-1520

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 24-30 – 10 YEAR DELINQUENT TAX DELETES

**RECOMMENDATION:** Approve Resolution No. 24-30.

**INFORMATION:** The City Recorder is presenting tax and assessment corrections through 4/19/2024 for Council consideration. The items include property assessments and personal property assessments. As the items included are over 10 years old, the applicable statute of limitations for collections of such amounts has expired and the accounts are no longer collectible.

**ATTACHMENTS:** Staff Report for Resolution 24-30; Resolution No. 24-30 – 10 Year Delinquent tax Deletes; Resolution No. 24-30 – 10 Year Delinquent Tax Deletes - Exhibit A.

**RESOLUTION**

WHEREAS, the City of Columbia, Tennessee, has on its books certain property and other items that are assessed which should not be assessed due to the fact that the applicable statute of limitations for collection of such amounts has expired; and

WHEREAS, the City of Columbia, Tennessee, desires to correct the books by removing such accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the books of the City of Columbia are hereby corrected by deleting the assessments and other miscellaneous accounts which are attached hereby as Exhibit "A".

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
Page 1 of 16

| Name/Address                                                         | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                 | Calc Interest: | Total Due: |
|----------------------------------------------------------------------|------------|-----------------------------------|-------------|------------|-----------|-------------------------------------------|----------------|------------|
| <b>Tax Year: 2012</b>                                                |            |                                   |             |            |           |                                           |                |            |
| A-Blend Inc<br>505 Transit Avenue<br>Columbia TN 38401               | 2012       | 69                                | \$11,674.00 | \$153.00   | \$0.00    | \$153.00                                  | \$209.61       | \$362.61   |
|                                                                      | Parcel ID: | 09-089-N -089-N -G -002.00-P -001 |             | Deed Book: | R2028     |                                           |                |            |
|                                                                      | Property:  | Transit Ave 505                   |             | Deed Page: | 1339      |                                           |                |            |
| Affordable Auto Detailing<br>2286 Worker Bee Dr<br>Columbia TN 38401 | 2012       | 174                               | \$960.00    | \$13.00    | \$0.00    | \$13.00                                   | \$17.81        | \$30.81    |
|                                                                      | Parcel ID: | 03-042- -042- - -014.02-P -001    |             | Deed Book: | R1548     |                                           |                |            |
|                                                                      | Property:  | Cayer Ln 2509-F                   |             | Deed Page: | 358       | *** CURRENT OWNER ADDRESS HAS CHANGED *** |                |            |
| All Star Marketing<br>130 Ashwood Drive<br>Columbia TN 38401         | 2012       | 284                               | \$540.00    | \$7.00     | \$0.00    | \$7.00                                    | \$9.59         | \$16.59    |
|                                                                      | Parcel ID: | 09-113-E -113-E -B -015.00-P -001 |             | Deed Book: | R1961     |                                           |                |            |
|                                                                      | Property:  | Ashwood Dr 130                    |             | Deed Page: | 848       |                                           |                |            |
| Aqua Pools Of Columbia Llc<br>P O Box 1374<br>Columbia TN 38402      | 2012       | 521                               | \$5,497.00  | \$72.00    | \$0.00    | \$72.00                                   | \$98.64        | \$170.64   |
|                                                                      | Parcel ID: | 09-100-L -100-L -E -021.00-P -003 |             | Deed Book: | R2194     |                                           |                |            |
|                                                                      | Property:  | S Main St 1308                    |             | Deed Page: | 921       | *** CURRENT OWNER ADDRESS HAS CHANGED *** |                |            |
| Armstrong Ruth Helen<br>822 Eastland Dr<br>Columbia TN 38401         | 2012       | 631                               | \$6,650.00  | \$87.00    | \$0.00    | \$87.00                                   | \$119.19       | \$206.19   |
|                                                                      | Parcel ID: | 09-099-B -099-B -G -014.00- -000  |             | Deed Book: | 1265      |                                           |                |            |
|                                                                      | Property:  | Eastland Dr 822                   |             | Deed Page: | 121       |                                           |                |            |
| Armstrong Ruth Helen<br>822 Eastland Dr<br>Columbia TN 38401         | 2012       | 632                               | \$1,250.00  | \$16.00    | \$0.00    | \$16.00                                   | \$21.92        | \$37.92    |
|                                                                      | Parcel ID: | 09-099-G -099-B -G -019.00- -000  |             | Deed Book: | 1265      |                                           |                |            |
|                                                                      | Property:  | Allen Dr Rear Of                  |             | Deed Page: | 121       |                                           |                |            |
| Armstrong Ruth Helen<br>822 Eastland Dr<br>Columbia TN 38401         | 2012       | 633                               | \$500.00    | \$7.00     | \$0.00    | \$7.00                                    | \$9.59         | \$16.59    |
|                                                                      | Parcel ID: | 09-099-B -099-B -G -020.00- -000  |             | Deed Book: | 683       |                                           |                |            |
|                                                                      | Property:  | Eastland Dr                       |             | Deed Page: | 553       |                                           |                |            |
| Armstrong Ruth Helen<br>822 Eastland Dr<br>Columbia TN 38401         | 2012       | 634                               | \$2,250.00  | \$29.00    | \$0.00    | \$29.00                                   | \$39.73        | \$68.73    |
|                                                                      | Parcel ID: | 09-099-B -099-B -G -021.00- -000  |             | Deed Book: | 1265      |                                           |                |            |
|                                                                      | Property:  | Allen Dr                          |             | Deed Page: | 121       |                                           |                |            |
| Artisan Industry Llc<br>1100-A West 10th Street<br>Columbia TN 38401 | 2012       | 662                               | \$5,564.00  | \$73.00    | \$0.00    | \$73.00                                   | \$100.01       | \$173.01   |
|                                                                      | Parcel ID: | 09-100-D -100-E -A -007.00-P -005 |             | Deed Book: | R1959     |                                           |                |            |
|                                                                      | Property:  | W 10th St 1100-A                  |             | Deed Page: | 1255      |                                           |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
Page 2 of 16

| Name/Address                                                             | Year       | Receipt                      | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                      | Calc Interest: | Total Due: |
|--------------------------------------------------------------------------|------------|------------------------------|-------------|------------|-----------|------------------------------------------------|----------------|------------|
| <b>Tax Year: 2012</b>                                                    |            |                              |             |            |           |                                                |                |            |
| Bailey Sharon<br>844 Iron Bridge Rd<br>Columbia TN 38401                 | 2012       | 769                          | \$1,250.00  | \$16.00    | \$0.00    | \$16.00                                        | \$21.92        | \$37.92    |
|                                                                          | Parcel ID: | 09-099-B -099-A -B -014.00-  | -000        | Deed Book: | R1945     |                                                |                |            |
|                                                                          | Property:  | E End St 517                 |             | Deed Page: | 744       |                                                |                |            |
| Barnes William C Jr<br>P O Box 552<br>Columbia TN 38402                  | 2012       | 1151                         | \$7,050.00  | \$92.00    | \$0.00    | \$92.00                                        | \$126.04       | \$218.04   |
|                                                                          | Parcel ID: | 09-099-AD-099-AD-G -012.00-P | -014        | Deed Book: | 1317      |                                                |                |            |
|                                                                          | Property:  | S Main St 804-A              |             | Deed Page: | 13        |                                                |                |            |
| Bear Creek Gardens<br>200 Bear Creek Pike<br>Columbia TN 38401           | 2012       | 1291                         | \$21,828.00 | \$286.00   | \$0.00    | \$286.00                                       | \$391.82       | \$677.82   |
|                                                                          | Parcel ID: | 09-090- -090- - -019.00-P    | -002        | Deed Book: | R1920     |                                                |                |            |
|                                                                          | Property:  | Bear Creek Pk 200            |             | Deed Page: | 1189      |                                                |                |            |
| Benderman Kendrick B Etux Teresa<br>503 N Elm St<br>Mt Pleasant TN 38474 | 2012       | 1410                         | \$43,200.00 | \$566.00   | \$0.00    | \$566.00                                       | \$775.42       | \$1,341.42 |
|                                                                          | Parcel ID: | 09-088-M -088-N -A -045.00-  | -000        | Deed Book: | 1110      |                                                |                |            |
|                                                                          | Property:  | Pine Dr 1500 A&b             |             | Deed Page: | 44        | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Big Boy Transportation<br>1009-B Alicia Lane<br>Columbia TN 38401        | 2012       | 1513                         | \$3,000.00  | \$39.00    | \$0.00    | \$39.00                                        | \$53.43        | \$92.43    |
|                                                                          | Parcel ID: | 09-089-N -089-N -E -005.00-P | -002        | Deed Book: | 437       |                                                |                |            |
|                                                                          | Property:  | Alicia Ln 1009-B             |             | Deed Page: | 403       |                                                |                |            |
| Crawford Gregory Dewayne<br>121 Elaine Dr<br>Columbia TN 38401           | 2012       | 3927                         | \$15,075.00 | \$197.00   | \$0.00    | \$197.00                                       | \$269.89       | \$466.89   |
|                                                                          | Parcel ID: | 09-089-L -089-L -F -005.00-  | -000        | Deed Book: | 749       |                                                |                |            |
|                                                                          | Property:  | Elaine Dr 121                |             | Deed Page: | 343       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| D & D Home Improvements<br>1826 Sunset Ave<br>Columbia TN 38401          | 2012       | 4121                         | \$840.00    | \$11.00    | \$0.00    | \$11.00                                        | \$15.07        | \$26.07    |
|                                                                          | Parcel ID: | 09-100-N -100-N -A -014.00-P | -001        | Deed Book: | 473       |                                                |                |            |
|                                                                          | Property:  | Sunset Ave 1826              |             | Deed Page: | 514       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| D1 Technologies<br>404 Stewart St<br>Columbia TN 38401                   | 2012       | 4127                         | \$450.00    | \$6.00     | \$0.00    | \$6.00                                         | \$8.22         | \$14.22    |
|                                                                          | Parcel ID: | 09-090-P -090-O -A -029.00-P | -001        | Deed Book: | R1596     |                                                |                |            |
|                                                                          | Property:  | Stewart St 404               |             | Deed Page: | 828       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Dan's Auto Care Clinic<br>108 Dyer St<br>Columbia TN 38401               | 2012       | 4175                         | \$752.00    | \$10.00    | \$0.00    | \$10.00                                        | \$13.70        | \$23.70    |
|                                                                          | Parcel ID: | 09-113-E -113-D -F -002.00-P | -001        | Deed Book: | 1129      |                                                |                |            |
|                                                                          | Property:  | Dyer St 108                  |             | Deed Page: | 608       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
Page 3 of 16

| Name/Address                                                            | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                      | Calc Interest: | Total Due: |
|-------------------------------------------------------------------------|------------|-----------------------------------|-------------|------------|-----------|------------------------------------------------|----------------|------------|
| <b>Tax Year: 2012</b>                                                   |            |                                   |             |            |           |                                                |                |            |
| Dannie Holmes Catering<br>1404 Wilson Ct<br>Columbia TN 38401           | 2012       | 4199                              | \$3,390.00  | \$44.00    | \$0.00    | \$44.00                                        | \$60.28        | \$104.28   |
|                                                                         | Parcel ID: | 09-113-I -113-I -B -002.00-P -001 |             | Deed Book: | 847       |                                                |                |            |
|                                                                         | Property:  | Wilson Ct 1404                    |             | Deed Page: | 508       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Diamond Food Service<br>1614 Jamie Dr<br>Columbia TN 38401              | 2012       | 4510                              | \$855.00    | \$11.00    | \$0.00    | \$11.00                                        | \$15.07        | \$26.07    |
|                                                                         | Parcel ID: | 09-101-K -101-K -B -008.00-P -002 |             | Deed Book: | 1202      |                                                |                |            |
|                                                                         | Property:  | Jamie Dr 1614                     |             | Deed Page: | 115       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Goodman Cheryl<br>915 Hannaway St<br>Columbia TN 38401                  | 2012       | 4621                              | \$1,250.00  | \$16.00    | \$0.00    | \$16.00                                        | \$21.92        | \$37.92    |
|                                                                         | Parcel ID: | 09-099-B -099-B -B -023.00- -000  |             | Deed Book: | 1179      |                                                |                |            |
|                                                                         | Property:  | Fairview Dr                       |             | Deed Page: | 284       | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Fine Shine<br>1611 South Main St<br>Columbia TN 38401                   | 2012       | 5415                              | \$435.00    | \$6.00     | \$0.00    | \$6.00                                         | \$8.22         | \$14.22    |
|                                                                         | Parcel ID: | 09-100-L -100-L -S -014.00-P -001 |             | Deed Book: | R1456     |                                                |                |            |
|                                                                         | Property:  | S Main St 1611                    |             | Deed Page: | 800       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Foss Rose Etvir Steven<br>1905 Antietam Cir<br>Columbia TN 38401        | 2012       | 5601                              | \$23,375.00 | \$306.00   | \$293.21  | \$12.79                                        | \$17.52        | \$30.31    |
|                                                                         | Parcel ID: | 08-088-G -088-G -B -012.00- -000  |             | Deed Book: | R1698     |                                                |                |            |
|                                                                         | Property:  | Antietam Cir 1905                 |             | Deed Page: | 296       | *** CURRENT OWNER NAME HAS CHANGED ***         |                |            |
| Frank's Party Pac<br>903 Riverside Dr<br>Columbia TN 38401              | 2012       | 5690                              | \$7,635.00  | \$100.00   | \$0.00    | \$100.00                                       | \$137.00       | \$237.00   |
|                                                                         | Parcel ID: | 09-090-J -090-J -C -012.01-P -001 |             | Deed Book: | R1675     |                                                |                |            |
|                                                                         | Property:  | Riverside Dr 903                  |             | Deed Page: | 885       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Irongate Construction<br>1500 Herbert Lewis Dr Ste<br>Columbia TN 38401 | 2012       | 8052                              | \$750.00    | \$10.00    | \$0.00    | \$10.00                                        | \$13.70        | \$23.70    |
|                                                                         | Parcel ID: | 09-100-I -100-I -A -004.00-P -002 |             | Deed Book: | 1273      |                                                |                |            |
|                                                                         | Property:  | Woods Dr 413                      |             | Deed Page: | 864       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Ivey E C Cabinetmakers<br>1405 Windermere Dr<br>Columbia TN 38401       | 2012       | 8064                              | \$1,140.00  | \$15.00    | \$0.00    | \$15.00                                        | \$20.55        | \$35.55    |
|                                                                         | Parcel ID: | 09-100-E -100-E -D -009.00-P -001 |             | Deed Book: | 1279      |                                                |                |            |
|                                                                         | Property:  | S Garden St 1108                  |             | Deed Page: | 919       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Garner Charles Howard &<br>202 W Burt Dr<br>Columbia TN 38401           | 2012       | 8550                              | \$475.00    | \$6.00     | \$0.00    | \$6.00                                         | \$8.22         | \$14.22    |
|                                                                         | Parcel ID: | 09-075- -075- - -037.00- -001     |             | Deed Book: | 1315      |                                                |                |            |
|                                                                         | Property:  | Columbia Rock Rd                  |             | Deed Page: | 687       | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |

**EXHIBIT A – RESOLUTION NO. 24-30**

**Run by: Regina Connelly**  
**Run at: 4/16/2024 4:41:56 PM**

**City of Columbia**  
**Delinquent Tax Report**

**As Of Date: 04/16/2024**  
**Page 4 of 16**

| Name/Address             | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                      | Calc Interest: | Total Due: |
|--------------------------|------------|-----------------------------------|-------------|------------|-----------|------------------------------------------------|----------------|------------|
| <b>Tax Year: 2012</b>    |            |                                   |             |            |           |                                                |                |            |
| Peden Construction Llc   | 2012       | 12307                             | \$31,319.00 | \$410.00   | \$0.00    | \$410.00                                       | \$561.70       | \$971.70   |
| 1831 Buck Daniels Rd     | Parcel ID: | 09-089-L -089-M -B -044.00-P -001 |             | Deed Book: | R1420     |                                                |                |            |
| Culleoka TN 38451        | Property:  | Hill St 203                       |             | Deed Page: | 427       | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Precision Cuts           | 2012       | 12801                             | \$413.00    | \$5.00     | \$0.00    | \$5.00                                         | \$6.85         | \$11.85    |
| 1803 Carmack Blvd Ste C  | Parcel ID: | 09-099-P -099-P -G -018.00-P -009 |             | Deed Book: | WB 33     |                                                |                |            |
| Columbia TN 38401        | Property:  | Carmack Blvd 1803-C               |             | Deed Page: | 329       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Quality Lawn And Tree    | 2012       | 12940                             | \$1,260.00  | \$17.00    | \$0.00    | \$17.00                                        | \$23.29        | \$40.29    |
| 111 Breckenridge Rd      | Parcel ID: | 02-076- -076- - -075.11-P -021    |             | Deed Book: | 1128      |                                                |                |            |
| Columbia TN 38401        | Property:  | Breckenridge Rd 111               |             | Deed Page: | 371       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Ritco Inc                | 2012       | 13493                             | \$14,117.00 | \$185.00   | \$0.00    | \$185.00                                       | \$253.45       | \$438.45   |
| 2488 Park Plus Drive     | Parcel ID: | 09-113- -113- - -049.06-P -002    |             | Deed Book: | R2072     |                                                |                |            |
| Columbia TN 38401        | Property:  | Park Plus Dr 2488                 |             | Deed Page: | 647       |                                                |                |            |
| Caruthers Omega          | 2012       | 13524                             | \$2,480.00  | \$32.00    | \$0.00    | \$32.00                                        | \$43.84        | \$75.84    |
| 202 Navaho Trl           | Parcel ID: | 09-099-HA-099-HA-B -014.01- -000  |             | Deed Book: | 725       |                                                |                |            |
| Columbia TN 38401        | Property:  | E 8th St S Of                     |             | Deed Page: | 21        | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Shake-N-Shiver           | 2012       | 14246                             | \$300.00    | \$4.00     | \$0.00    | \$4.00                                         | \$5.48         | \$9.48     |
| 510 East End St          | Parcel ID: | 09-099-B -099-B -A -014.00-P -001 |             | Deed Book: | 487       |                                                |                |            |
| Columbia TN 38401        | Property:  | E End St 510                      |             | Deed Page: | 271       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Steve's Gun & Archery    | 2012       | 15002                             | \$12,066.00 | \$158.00   | \$0.00    | \$158.00                                       | \$216.46       | \$374.46   |
| 1011 Bear Creek Pike     | Parcel ID: | 04-092- -092- - -001.02-P -002    |             | Deed Book: | 829       |                                                |                |            |
| Columbia TN 38401        | Property:  | Bear Creek Pk 1011                |             | Deed Page: | 433       |                                                |                |            |
| Stoney's Bail Bonding    | 2012       | 15091                             | \$450.00    | \$6.00     | \$0.00    | \$6.00                                         | \$8.22         | \$14.22    |
| 1230 Industrial Park Rd  | Parcel ID: | 02-076- -076- - -075.03-P -003    |             | Deed Book: | R1579     |                                                |                |            |
| Columbia TN 38401        | Property:  | Industrial Park Rd 1230           |             | Deed Page: | 96        | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Stoneys Auto Salvage Inc | 2012       | 15092                             | \$46,007.00 | \$603.00   | \$0.00    | \$603.00                                       | \$826.11       | \$1,429.11 |
| 1505 Nashville Hwy       | Parcel ID: | 02-076- -076- - -075.03-P -001    |             | Deed Book: | R1579     |                                                |                |            |
| Columbia TN 38401        | Property:  | Industrial Park Rd 1230           |             | Deed Page: | 96        | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |



# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                         | Year       | Receipt                           | Assessed     | Total Tax: | Tax Paid: | Tax Owed:                                 | Calc Interest: | Total Due: |
|----------------------------------------------------------------------|------------|-----------------------------------|--------------|------------|-----------|-------------------------------------------|----------------|------------|
| <b>Tax Year: 2012</b>                                                |            |                                   |              |            |           |                                           |                |            |
| Sunny-D's<br>1808 South Main St<br>Columbia TN 38401                 | 2012       | 15202                             | \$540.00     | \$7.00     | \$0.00    | \$7.00                                    | \$9.59         | \$16.59    |
|                                                                      | Parcel ID: | 09-100-M -100-M -C -010.00-P -007 | Deed Book:   | R1527      |           |                                           |                |            |
|                                                                      | Property:  | S Main St 1808                    | Deed Page:   | 151        |           | *** CURRENT OWNER ADDRESS HAS CHANGED *** |                |            |
| Superior Drivers Institute<br>302 Rutherford Ln<br>Columbia TN 38401 | 2012       | 15206                             | \$18,000.00  | \$236.00   | \$0.00    | \$236.00                                  | \$323.32       | \$559.32   |
|                                                                      | Parcel ID: | 09-101- -101- - -041.01-P -002    | Deed Book:   | R2200      |           |                                           |                |            |
|                                                                      | Property:  | Rutherford Ln 302                 | Deed Page:   | 832        |           | *** CURRENT OWNER ADDRESS HAS CHANGED *** |                |            |
| Tekel Concrete<br>710 Krissy Ct<br>Columbia TN 38401                 | 2012       | 15403                             | \$480.00     | \$6.00     | \$0.00    | \$6.00                                    | \$8.22         | \$14.22    |
|                                                                      | Parcel ID: | 09-101-K -101-K -D -021.00-P -001 | Deed Book:   | R1895      |           |                                           |                |            |
|                                                                      | Property:  | Krissy Ct 710                     | Deed Page:   | 303        |           | *** CURRENT OWNER ADDRESS HAS CHANGED *** |                |            |
| Wizard Parts & Services<br>P O Box 1953<br>Spring Hill TN 37174      | 2012       | 17330                             | \$300.00     | \$4.00     | \$0.00    | \$4.00                                    | \$5.48         | \$9.48     |
|                                                                      | Parcel ID: | 09-100-L -100-L -M -014.00-P -001 | Deed Book:   | R1816      |           |                                           |                |            |
|                                                                      | Property:  | W 15th St 511                     | Deed Page:   | 1425       |           |                                           |                |            |
| <b>Tax Year Totals:</b>                                              |            |                                   | \$295,367.00 | \$3,867.00 | \$293.21  | \$3,573.79                                | \$4,896.09     | \$8,469.88 |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                             | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                 | Calc Interest: | Total Due: |
|--------------------------------------------------------------------------|------------|-----------------------------------|-------------|------------|-----------|-------------------------------------------|----------------|------------|
| <b>Tax Year: 2013</b>                                                    |            |                                   |             |            |           |                                           |                |            |
| Allen's Restoration<br>1620 Annie Lane<br>Columbia TN 38401              | 2013       | 326                               | \$750.00    | \$11.00    | \$0.00    | \$11.00                                   | \$13.75        | \$24.75    |
|                                                                          | Parcel ID: | 09-000- -101-F -F -018.00-P -001  |             | Deed Book: | 1166      |                                           |                |            |
|                                                                          | Property:  | Annie Ln 1620                     |             | Deed Page: | 830       |                                           |                |            |
| Aqua Pools Of Columbia Llc<br>P O Box 1374<br>Columbia TN 38402          | 2013       | 508                               | \$7,500.00  | \$108.00   | \$0.00    | \$108.00                                  | \$135.00       | \$243.00   |
|                                                                          | Parcel ID: | 09-100-L -100-L -E -021.00-P -003 |             | Deed Book: | R2194     |                                           |                |            |
|                                                                          | Property:  | S Main St 1308                    |             | Deed Page: | 921       | *** CURRENT OWNER ADDRESS HAS CHANGED *** |                |            |
| Armstrong Ruth Helen<br>822 Eastland Dr<br>Columbia TN 38401             | 2013       | 605                               | \$6,650.00  | \$96.00    | \$0.00    | \$96.00                                   | \$120.00       | \$216.00   |
|                                                                          | Parcel ID: | 09-099-B -099-B -G -014.00- -000  |             | Deed Book: | 1265      |                                           |                |            |
|                                                                          | Property:  | Eastland Dr 822                   |             | Deed Page: | 121       |                                           |                |            |
| Armstrong Ruth Helen<br>822 Eastland Dr<br>Columbia TN 38401             | 2013       | 606                               | \$1,250.00  | \$18.00    | \$0.00    | \$18.00                                   | \$22.50        | \$40.50    |
|                                                                          | Parcel ID: | 09-099-G -099-B -G -019.00- -000  |             | Deed Book: | 1265      |                                           |                |            |
|                                                                          | Property:  | Allen Dr Rear Of                  |             | Deed Page: | 121       |                                           |                |            |
| At&t Services Inc<br>909 Chestnut Rm 36-M-1<br>St Louis MO 63101         | 2013       | 647                               | \$375.00    | \$5.00     | \$0.00    | \$5.00                                    | \$6.25         | \$11.25    |
|                                                                          | Parcel ID: | 09-191- -191- - -626.00-P -001    |             | Deed Book: | R2054     |                                           |                |            |
|                                                                          | Property:  | Columbia Icl                      |             | Deed Page: | 1172      |                                           |                |            |
| B More<br>103 Westview Dr<br>Columbia TN 38401                           | 2013       | 698                               | \$1,500.00  | \$22.00    | \$0.00    | \$22.00                                   | \$27.50        | \$49.50    |
|                                                                          | Parcel ID: | 09-000- -100-L -S -001.00-P -011  |             | Deed Book: | R2027     |                                           |                |            |
|                                                                          | Property:  | S Main St 1605                    |             | Deed Page: | 847       |                                           |                |            |
| Bear Creek Gardens<br>200 Bear Creek Pike<br>Columbia TN 38401           | 2013       | 1245                              | \$19,326.00 | \$278.00   | \$0.00    | \$278.00                                  | \$347.50       | \$625.50   |
|                                                                          | Parcel ID: | 09-090- -090- - -019.00-P -002    |             | Deed Book: | R1920     |                                           |                |            |
|                                                                          | Property:  | Bear Creek Pk 200                 |             | Deed Page: | 1189      |                                           |                |            |
| Beth's Tranquil Moments<br>2549 Nashville Hwy Ste A<br>Columbia TN 38401 | 2013       | 1436                              | \$3,794.00  | \$55.00    | \$0.00    | \$55.00                                   | \$68.75        | \$123.75   |
|                                                                          | Parcel ID: | 09-000- -042- - -020.00-P -017    |             | Deed Book: | R2210     |                                           |                |            |
|                                                                          | Property:  | Nashville Hwy 2549                |             | Deed Page: | 823       |                                           |                |            |
| Big Tyne Riders Mc<br>P O Box 1674<br>Columbia TN 38402                  | 2013       | 1475                              | \$840.00    | \$12.00    | \$0.00    | \$12.00                                   | \$15.00        | \$27.00    |
|                                                                          | Parcel ID: | 09-099-A -099-A -D -021.00-P -001 |             | Deed Book: | R1623     |                                           |                |            |
|                                                                          | Property:  | Glade St 809                      |             | Deed Page: | 455       |                                           |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address              | Year       | Receipt                           | Assessed                 | Total Tax: | Tax Paid: | Tax Owed: | Calc Interest: | Total Due: |
|---------------------------|------------|-----------------------------------|--------------------------|------------|-----------|-----------|----------------|------------|
| <b>Tax Year: 2013</b>     |            |                                   |                          |            |           |           |                |            |
| Bubbas Cafe               | 2013       | 2179                              | \$2,400.00               | \$35.00    | \$0.00    | \$35.00   | \$43.75        | \$78.75    |
| 926 S Main St             | Parcel ID: | 09-000-                           | -099-HA-A -010.00-P -001 | Deed Book: | 839       |           |                |            |
| Columbia TN 38401         | Property:  | S Main St 926                     |                          | Deed Page: | 71        |           |                |            |
| Bug Juice Creative        | 2013       | 2216                              | \$2,400.00               | \$35.00    | \$0.00    | \$35.00   | \$43.75        | \$78.75    |
| 539 Lenape Path           | Parcel ID: | 04-000-                           | -091-C -B -012.00-P -001 | Deed Book: | R1542     |           |                |            |
| Columbia TN 38401         | Property:  | Lenape Path 539                   |                          | Deed Page: | 868       |           |                |            |
| Casual Cuts By Bonnie Llc | 2013       | 2855                              | \$1,500.00               | \$22.00    | \$0.00    | \$22.00   | \$27.50        | \$49.50    |
| 6716 Leipers Creek Rd     | Parcel ID: | 09-000-                           | -113-C -D -005.00-P -014 | Deed Book: | 477       |           |                |            |
| Columbia TN 38401         | Property:  | S James Campbell Blvd 402         |                          | Deed Page: | 106       |           |                |            |
| Chaps Bar & Grill         | 2013       | 2965                              | \$664.00                 | \$10.00    | \$0.00    | \$10.00   | \$12.50        | \$22.50    |
| 1821 South Main St        | Parcel ID: | 09-000-                           | -100-M -E -001.01-P -008 | Deed Book: | 1318      |           |                |            |
| Columbia TN 38401         | Property:  | South Main St 1821                |                          | Deed Page: | 864       |           |                |            |
| Churchwell Warren B       | 2013       | 3120                              | \$3,900.00               | \$56.00    | \$0.00    | \$56.00   | \$70.00        | \$126.00   |
| 1604 S High St            | Parcel ID: | 09-000-                           | -100-L -R -012.00-P -001 | Deed Book: | 697       |           |                |            |
| Columbia TN 38401         | Property:  | S High St 1604                    |                          | Deed Page: | 187       |           |                |            |
| Cici's Pizza #474         | 2013       | 3122                              | \$5,742.00               | \$83.00    | \$0.00    | \$83.00   | \$103.75       | \$186.75   |
| 930 W. Poplar             | Parcel ID: | 09-100-J -100-J -E -016.00-P -089 |                          | Deed Book: | 1149      |           |                |            |
| Collierville TN 38017     | Property:  | S James Campbell Blvd 1202        |                          | Deed Page: | 309       |           |                |            |
| Claybourne Teneke L       | 2013       | 3196                              | \$18,350.00              | \$264.00   | \$0.00    | \$264.00  | \$330.00       | \$594.00   |
| 601 Westover Dr           | Parcel ID: | 09-100-G -100-G -B -035.00-       | -000                     | Deed Book: | R1478     |           |                |            |
| Columbia TN 38401         | Property:  | Westover Dr 601                   |                          | Deed Page: | 611       |           |                |            |
| Columbia Antique Mall     | 2013       | 3404                              | \$300.00                 | \$4.00     | \$0.00    | \$4.00    | \$5.00         | \$9.00     |
| 700 Woodland Street       | Parcel ID: | 00-000-                           | -099-AD-D -001.00-P -003 | Deed Book: | R2143     |           |                |            |
| Columbia TN 38401         | Property:  | Woodland St 700                   |                          | Deed Page: | 314       |           |                |            |
| Columbia Family           | 2013       | 3436                              | \$1,950.00               | \$28.00    | \$0.00    | \$28.00   | \$35.00        | \$63.00    |
| 1700 Carmack Blvd         | Parcel ID: | 09-100-M -100-M -D -005.00-P -002 |                          | Deed Book: | 813       |           |                |            |
| Columbia TN 38401         | Property:  | Carmack Blvd 1700                 |                          | Deed Page: | 280       |           |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                         | Year       | Receipt                           | Assessed   | Total Tax: | Tax Paid: | Tax Owed: | Calc Interest: | Total Due: |
|----------------------------------------------------------------------|------------|-----------------------------------|------------|------------|-----------|-----------|----------------|------------|
| <b>Tax Year: 2013</b>                                                |            |                                   |            |            |           |           |                |            |
| Columbia Furniture<br>114-B Nashville Hwy<br>Columbia TN 38401       | 2013       | 3445                              | \$990.00   | \$14.00    | \$0.00    | \$14.00   | \$17.50        | \$31.50    |
|                                                                      | Parcel ID: | 09-000- -090-P -B -031.00-P -007  |            | Deed Book: | 649       |           |                |            |
|                                                                      | Property:  | Nashville Hwy 114                 |            | Deed Page: | 555       |           |                |            |
| Columbia Indoor Soccer<br>1500 Herbert Lewis Dr<br>Columbia TN 38401 | 2013       | 3450                              | \$1,200.00 | \$17.00    | \$0.00    | \$17.00   | \$21.25        | \$38.25    |
|                                                                      | Parcel ID: | 09-000- -101-D -A -004.02-P -007  |            | Deed Book: | R1593     |           |                |            |
|                                                                      | Property:  | Herbert Lewis Dr 1500             |            | Deed Page: | 711       |           |                |            |
| Columbia Real Estate<br>506 North High St<br>Columbia TN 38401       | 2013       | 3499                              | \$300.00   | \$4.00     | \$0.00    | \$4.00    | \$5.00         | \$9.00     |
|                                                                      | Parcel ID: | 09-090-P -090-P -C -024.00-P -006 |            | Deed Book: | R1475     |           |                |            |
|                                                                      | Property:  | N High St 506                     |            | Deed Page: | 797       |           |                |            |
| Custom Masonry<br>P O Box 1714<br>Columbia TN 38402                  | 2013       | 4035                              | \$6,270.00 | \$90.00    | \$0.00    | \$90.00   | \$112.50       | \$202.50   |
|                                                                      | Parcel ID: | 09-099-P -099-P -A -025.00-P -002 |            | Deed Book: | R1529     |           |                |            |
|                                                                      | Property:  | E 17th St 313                     |            | Deed Page: | 579       |           |                |            |
| D & D Home Improvements<br>1826 Sunset Ave<br>Columbia TN 38401      | 2013       | 4059                              | \$900.00   | \$13.00    | \$0.00    | \$13.00   | \$16.25        | \$29.25    |
|                                                                      | Parcel ID: | 09-100-N -100-N -A -014.00-P -001 |            | Deed Book: | 473       |           |                |            |
|                                                                      | Property:  | Sunset Ave 1826                   |            | Deed Page: | 514       |           |                |            |
| D1 Technologies<br>404 Stewart St<br>Columbia TN 38401               | 2013       | 4067                              | \$540.00   | \$8.00     | \$0.00    | \$8.00    | \$10.00        | \$18.00    |
|                                                                      | Parcel ID: | 09-090-P -090-O -A -029.00-P -001 |            | Deed Book: | R1596     |           |                |            |
|                                                                      | Property:  | Stewart St 404                    |            | Deed Page: | 828       |           |                |            |
| Dannie Holmes Catering<br>1404 Wilson Ct<br>Columbia TN 38401        | 2013       | 4137                              | \$3,300.00 | \$48.00    | \$0.00    | \$48.00   | \$60.00        | \$108.00   |
|                                                                      | Parcel ID: | 09-113-I -113-I -B -002.00-P -001 |            | Deed Book: | 847       |           |                |            |
|                                                                      | Property:  | Wilson Ct 1404                    |            | Deed Page: | 508       |           |                |            |
| Dawn's Cleaning<br>1708 West Ave<br>Columbia TN 38401                | 2013       | 4299                              | \$7,575.00 | \$109.00   | \$0.00    | \$109.00  | \$136.25       | \$245.25   |
|                                                                      | Parcel ID: | 09-099-P -100-L -L -006.00-P -001 |            | Deed Book: | R1500     |           |                |            |
|                                                                      | Property:  | West Ave 1708                     |            | Deed Page: | 693       |           |                |            |
| Diamond Food Service<br>1614 Jamie Dr<br>Columbia TN 38401           | 2013       | 4442                              | \$900.00   | \$13.00    | \$0.00    | \$13.00   | \$16.25        | \$29.25    |
|                                                                      | Parcel ID: | 09-101-K -101-K -B -008.00-P -002 |            | Deed Book: | 1202      |           |                |            |
|                                                                      | Property:  | Jamie Dr 1614                     |            | Deed Page: | 115       |           |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                              | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                      | Calc Interest: | Total Due: |
|---------------------------------------------------------------------------|------------|-----------------------------------|-------------|------------|-----------|------------------------------------------------|----------------|------------|
| <b>Tax Year: 2013</b>                                                     |            |                                   |             |            |           |                                                |                |            |
| Down Low Restaurant (The)<br>400 East 9th St<br>Columbia TN 38401         | 2013       | 4667                              | \$2,100.00  | \$30.00    | \$0.00    | \$30.00                                        | \$37.50        | \$67.50    |
|                                                                           | Parcel ID: | 09-099-H -099-H -D -001.00-P -006 |             | Deed Book: | 1140      |                                                |                |            |
|                                                                           | Property:  | E 9th St 400                      |             | Deed Page: | 696       |                                                |                |            |
| Foss Rose Etvir Steven<br>1905 Antietam Cir<br>Columbia TN 38401          | 2013       | 5590                              | \$23,375.00 | \$337.00   | \$0.00    | \$337.00                                       | \$421.25       | \$758.25   |
|                                                                           | Parcel ID: | 08-088-G -088-G -B -012.00- -000  |             | Deed Book: | R1698     |                                                |                |            |
|                                                                           | Property:  | Antietam Cir 1905                 |             | Deed Page: | 296       | *** CURRENT OWNER NAME HAS CHANGED ***         |                |            |
| Frank's Party Pac<br>903 Riverside Dr<br>Columbia TN 38401                | 2013       | 5678                              | \$4,500.00  | \$65.00    | \$0.00    | \$65.00                                        | \$81.25        | \$146.25   |
|                                                                           | Parcel ID: | 09-090-J -090-J -C -012.01-P -001 |             | Deed Book: | R1675     |                                                |                |            |
|                                                                           | Property:  | Riverside Dr 903                  |             | Deed Page: | 885       |                                                |                |            |
| Glenn Mobile Detailing<br>606 Rutherford Ln<br>Columbia TN 38401          | 2013       | 6186                              | \$360.00    | \$5.00     | \$0.00    | \$5.00                                         | \$6.25         | \$11.25    |
|                                                                           | Parcel ID: | 09-101-F -101-F -E -008.00-P -001 |             | Deed Book: | R1643     |                                                |                |            |
|                                                                           | Property:  | Rutherford Ln 606                 |             | Deed Page: | 575       |                                                |                |            |
| Lindsey Billy H<br>627 Midway Ave<br>Columbia TN 38401                    | 2013       | 6878                              | \$2,100.00  | \$30.00    | \$0.00    | \$30.00                                        | \$37.50        | \$67.50    |
|                                                                           | Parcel ID: | 09-099- -099- - -008.00- -000     |             | Deed Book: | 455       |                                                |                |            |
|                                                                           | Property:  | Johnny Stone Ct                   |             | Deed Page: | 98        | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Columbia Tn City Of<br>700 N Garden St<br>Columbia TN 38401               | 2013       | 6893                              | \$2,275.00  | \$33.00    | \$0.00    | \$33.00                                        | \$41.25        | \$74.25    |
|                                                                           | Parcel ID: | 09-099- -099- - -008.02- -000     |             | Deed Book: | 279       |                                                |                |            |
|                                                                           | Property:  | Johnny Stone Ct                   |             | Deed Page: | 288       | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Hardison Land Title Co Inc<br>P O Box 1505<br>Columbia TN 38402           | 2013       | 6905                              | \$9,930.00  | \$143.00   | \$0.00    | \$143.00                                       | \$178.75       | \$321.75   |
|                                                                           | Parcel ID: | 09-090-P -090-P -C -024.00-P -004 |             | Deed Book: | R1475     |                                                |                |            |
|                                                                           | Property:  | N High St 506                     |             | Deed Page: | 797       |                                                |                |            |
| Hardison R W Attorney At<br>P O Box 1967<br>Columbia TN 38402             | 2013       | 6911                              | \$690.00    | \$10.00    | \$0.00    | \$10.00                                        | \$12.50        | \$22.50    |
|                                                                           | Parcel ID: | 09-090-P -090-P -C -024.00-P -003 |             | Deed Book: | R1475     |                                                |                |            |
|                                                                           | Property:  | N High St 506                     |             | Deed Page: | 797       |                                                |                |            |
| Hazel Communications Techn<br>1500 Hampshire Pike E1<br>Columbia TN 38401 | 2013       | 7212                              | \$1,650.00  | \$24.00    | \$0.00    | \$24.00                                        | \$30.00        | \$54.00    |
|                                                                           | Parcel ID: | 09-088-M -088-N -A -001.00-P -007 |             | Deed Book: | 701       |                                                |                |            |
|                                                                           | Property:  | Hampshire Pike 1500               |             | Deed Page: | 544       |                                                |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                            | Year       | Receipt                           | Assessed   | Total Tax: | Tax Paid: | Tax Owed:                                      | Calc Interest: | Total Due: |
|-------------------------------------------------------------------------|------------|-----------------------------------|------------|------------|-----------|------------------------------------------------|----------------|------------|
| <b>Tax Year: 2013</b>                                                   |            |                                   |            |            |           |                                                |                |            |
| Holmes Family Distributing<br>1404 Wilson Ct<br>Columbia TN 38401       | 2013       | 7646                              | \$900.00   | \$13.00    | \$0.00    | \$13.00                                        | \$16.25        | \$29.25    |
|                                                                         | Parcel ID: | 07-000- -113-I -B -002.00-P -002  |            | Deed Book: | 847       |                                                |                |            |
|                                                                         | Property:  | Wilson Ct 1404                    |            | Deed Page: | 508       |                                                |                |            |
| Irongate Construction<br>1500 Herbert Lewis Dr Ste<br>Columbia TN 38401 | 2013       | 8085                              | \$900.00   | \$13.00    | \$0.00    | \$13.00                                        | \$16.25        | \$29.25    |
|                                                                         | Parcel ID: | 09-100-I -100-I -A -004.00-P -002 |            | Deed Book: | 1273      |                                                |                |            |
|                                                                         | Property:  | Woods Dr 413                      |            | Deed Page: | 864       | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Ivey E C Cabinetmakers<br>1405 Windermere Dr<br>Columbia TN 38401       | 2013       | 8096                              | \$1,200.00 | \$17.00    | \$0.00    | \$17.00                                        | \$21.25        | \$38.25    |
|                                                                         | Parcel ID: | 09-100-E -100-E -D -009.00-P -001 |            | Deed Book: | 1279      |                                                |                |            |
|                                                                         | Property:  | S Garden St 1108                  |            | Deed Page: | 919       |                                                |                |            |
| J & L Building & Remodelin<br>211 Hilltop Dr<br>Columbia TN 38401       | 2013       | 8110                              | \$1,500.00 | \$22.00    | \$0.00    | \$22.00                                        | \$27.50        | \$49.50    |
|                                                                         | Parcel ID: | 09-000- -100-L -E -022.00-P -001  |            | Deed Book: | R2145     |                                                |                |            |
|                                                                         | Property:  | Hilltop Dr 211                    |            | Deed Page: | 679       |                                                |                |            |
| J & M Cleaning Service<br>P O Box 2052<br>Columbia TN 38402             | 2013       | 8111                              | \$726.00   | \$10.00    | \$0.00    | \$10.00                                        | \$12.50        | \$22.50    |
|                                                                         | Parcel ID: | 09-099-P -099-P -F -013.00-P -001 |            | Deed Book: | R1848     |                                                |                |            |
|                                                                         | Property:  | Whately St 1802                   |            | Deed Page: | 1341      |                                                |                |            |
| Garner Charles Howard &<br>202 W Burt Dr<br>Columbia TN 38401           | 2013       | 8556                              | \$475.00   | \$7.00     | \$0.00    | \$7.00                                         | \$8.75         | \$15.75    |
|                                                                         | Parcel ID: | 09-075- -075- - -037.00- -001     |            | Deed Book: | 1315      |                                                |                |            |
|                                                                         | Property:  | Columbia Rock Rd                  |            | Deed Page: | 687       | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |
| Jumpin' Jack Promotions &<br>501 North High St<br>Columbia TN 38401     | 2013       | 8725                              | \$720.00   | \$10.00    | \$0.00    | \$10.00                                        | \$12.50        | \$22.50    |
|                                                                         | Parcel ID: | 09-089-M -089-M -H -006.00-P -002 |            | Deed Book: | R1412     |                                                |                |            |
|                                                                         | Property:  | N High St 501                     |            | Deed Page: | 178       |                                                |                |            |
| Kincaid Construction<br>2321 Campbell Park Dr<br>Columbia TN 38401      | 2013       | 8913                              | \$5,040.00 | \$73.00    | \$0.00    | \$73.00                                        | \$91.25        | \$164.25   |
|                                                                         | Parcel ID: | 09-114-H -114-H -A -005.01-P -005 |            | Deed Book: | R1533     |                                                |                |            |
|                                                                         | Property:  | Campbell Park Dr 2321             |            | Deed Page: | 873       |                                                |                |            |
| Columbia City Of<br>700 N Garden St<br>Columbia TN 38401                | 2013       | 9054                              | \$200.00   | \$3.00     | \$0.00    | \$3.00                                         | \$3.75         | \$6.75     |
|                                                                         | Parcel ID: | 09-099-A -099-A -B -006.00- -000  |            | Deed Book: | 263       |                                                |                |            |
|                                                                         | Property:  | E 6th St                          |            | Deed Page: | 267       | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |

**EXHIBIT A – RESOLUTION NO. 24-30**

**Run by: Regina Connelly**  
**Run at: 4/16/2024 4:41:56 PM**

**City of Columbia**  
**Delinquent Tax Report**

**As Of Date: 04/16/2024**  
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| <b>Name/Address</b>        | <b>Year</b> | <b>Receipt</b>                    | <b>Assessed</b> | <b>Total Tax:</b> | <b>Tax Paid:</b> | <b>Tax Owed:</b> | <b>Calc Interest:</b> | <b>Total Due:</b> |
|----------------------------|-------------|-----------------------------------|-----------------|-------------------|------------------|------------------|-----------------------|-------------------|
| <b>Tax Year: 2013</b>      |             |                                   |                 |                   |                  |                  |                       |                   |
| Krazy J's Variety          | 2013        | 9093                              | \$300.00        | \$4.00            | \$0.00           | \$4.00           | \$5.00                | \$9.00            |
| 22 Park Plus Ct            | Parcel ID:  | 09-000- -114- - -078.09-P -003    |                 | Deed Book:        | R1412            |                  |                       |                   |
| Columbia TN 38401          | Property:   | Park Plus Ct 22                   |                 | Deed Page:        | 181              |                  |                       |                   |
| Live For This Clothing%Dat | 2013        | 9546                              | \$360.00        | \$5.00            | \$0.00           | \$5.00           | \$6.25                | \$11.25           |
| 1500 Rosewood Dr Apt J-48  | Parcel ID:  | 09-100-J -100-J -D -030.07-P -002 |                 | Deed Book:        | 1236             |                  |                       |                   |
| Columbia TN 38401          | Property:   | Rosewood Dr 1500                  |                 | Deed Page:        | 664              |                  |                       |                   |
| Lock And Load Guns And Amm | 2013        | 9563                              | \$1,800.00      | \$26.00           | \$0.00           | \$26.00          | \$32.50               | \$58.50           |
| P O Box 1651               | Parcel ID:  | 09-100-J -100-J -E -016.00-P -101 |                 | Deed Book:        | 1149             |                  |                       |                   |
| Columbia TN 38402          | Property:   | S James Campbell Blvd 1202        |                 | Deed Page:        | 309              |                  |                       |                   |
| Lose To Win                | 2013        | 9685                              | \$540.00        | \$8.00            | \$0.00           | \$8.00           | \$10.00               | \$18.00           |
| 307-A Pleasant Dr          | Parcel ID:  | 09-101-M -100-P -A -025.02-P -001 |                 | Deed Book:        | R2015            |                  |                       |                   |
| Columbia TN 38401          | Property:   | Pleasant Dr 307-A                 |                 | Deed Page:        | 249              |                  |                       |                   |
| Loveless Deanna, Hairstyli | 2013        | 9725                              | \$375.00        | \$5.00            | \$0.00           | \$5.00           | \$6.25                | \$11.25           |
| 230 E James Campbell Blvd  | Parcel ID:  | 09-114- -114- - -075.01-P -006    |                 | Deed Book:        | R1850            |                  |                       |                   |
| Columbia TN 38401          | Property:   | E James Campbell Blvd 230         |                 | Deed Page:        | 347              |                  |                       |                   |
| Massage Rejuvenation       | 2013        | 10167                             | \$300.00        | \$4.00            | \$0.00           | \$4.00           | \$5.00                | \$9.00            |
| 506 North Garden St        | Parcel ID:  | 09-090-P -090-P -B -018.01-P -003 |                 | Deed Book:        | R1802            |                  |                       |                   |
| Columbia TN 38401          | Property:   | N Garden St 506                   |                 | Deed Page:        | 171              |                  |                       |                   |
| Mind, Body, And Soul Massa | 2013        | 10987                             | \$300.00        | \$4.00            | \$0.00           | \$4.00           | \$5.00                | \$9.00            |
| 512 6th Ave                | Parcel ID:  | 09-090-J -090-J -D -010.00-P -003 |                 | Deed Book:        | 1227             |                  |                       |                   |
| Columbia TN 38401          | Property:   | 6th Ave 512                       |                 | Deed Page:        | 117              |                  |                       |                   |
| N V B Inc                  | 2013        | 11384                             | \$2,469.00      | \$36.00           | \$0.00           | \$36.00          | \$45.00               | \$81.00           |
| 1100-C Nashville Hwy       | Parcel ID:  | 09-090-B -090-B -C -003.00-P -010 |                 | Deed Book:        | R1690            |                  |                       |                   |
| Columbia TN 38401          | Property:   | Nashville Hwy 1100-C              |                 | Deed Page:        | 554              |                  |                       |                   |
| Nashville Learning Center  | 2013        | 11408                             | \$1,500.00      | \$22.00           | \$0.00           | \$22.00          | \$27.50               | \$49.50           |
| 318 West 14th St           | Parcel ID:  | 09-100-L -100-L -D -019.00-P -001 |                 | Deed Book:        | R1863            |                  |                       |                   |
| Columbia TN 38401          | Property:   | W 14th St 318                     |                 | Deed Page:        | 300              |                  |                       |                   |



# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                         | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:                                      | Calc Interest: | Total Due: |
|----------------------------------------------------------------------|------------|-----------------------------------|-------------|------------|-----------|------------------------------------------------|----------------|------------|
| <b>Tax Year: 2013</b>                                                |            |                                   |             |            |           |                                                |                |            |
| Owens Cabinet Llc<br>1442 Williamsport Pike<br>Columbia TN 38401     | 2013       | 11905                             | \$3,450.00  | \$50.00    | \$0.00    | \$50.00                                        | \$62.50        | \$112.50   |
|                                                                      | Parcel ID: | 09-088-M -088-M -C -016.00-P -001 | Deed Book:  | R2067      |           |                                                |                |            |
|                                                                      | Property:  | Williamsport Pk 1442              | Deed Page:  | 338        |           |                                                |                |            |
| Peden Construction Llc<br>1831 Buck Daniels Rd<br>Culleoka TN 38451  | 2013       | 12248                             | \$27,332.00 | \$394.00   | \$0.00    | \$394.00                                       | \$492.50       | \$886.50   |
|                                                                      | Parcel ID: | 09-089-L -089-M -B -044.00-P -001 | Deed Book:  | R1420      |           |                                                |                |            |
|                                                                      | Property:  | Hill St 205                       | Deed Page:  | 427        |           | *** CURRENT OWNER NAME HAS CHANGED ***         |                |            |
| Perfect Touch Mobile Detailing<br>213 Elaine Dr<br>Columbia TN 38401 | 2013       | 12303                             | \$3,000.00  | \$43.00    | \$0.00    | \$43.00                                        | \$53.75        | \$96.75    |
|                                                                      | Parcel ID: | 09-089-K -089-K -H -005.00-P -001 | Deed Book:  | 767        |           |                                                |                |            |
|                                                                      | Property:  | Elaine Dr 213                     | Deed Page:  | 453        |           | *** CURRENT OWNER NAME HAS CHANGED ***         |                |            |
| Prince's Market<br>1606 Carmack Blvd<br>Columbia TN 38401            | 2013       | 12806                             | \$4,500.00  | \$65.00    | \$0.00    | \$65.00                                        | \$81.25        | \$146.25   |
|                                                                      | Parcel ID: | 09-100-L -100-L -S -007.00-P -006 | Deed Book:  | R1806      |           |                                                |                |            |
|                                                                      | Property:  | Carmack Blvd 1606                 | Deed Page:  | 1317       |           |                                                |                |            |
| Prolific Music Group<br>213 Avra Ct<br>Columbia TN 38401             | 2013       | 12821                             | \$3,000.00  | \$43.00    | \$0.00    | \$43.00                                        | \$53.75        | \$96.75    |
|                                                                      | Parcel ID: | 09-089-E -089-E -I -002.00-P -001 | Deed Book:  | 1322       |           |                                                |                |            |
|                                                                      | Property:  | Avra Ct 213                       | Deed Page:  | 149        |           |                                                |                |            |
| Quality Lawn And Tree<br>111 Breckenridge Rd<br>Columbia TN 38401    | 2013       | 12887                             | \$1,386.00  | \$20.00    | \$0.00    | \$20.00                                        | \$25.00        | \$45.00    |
|                                                                      | Parcel ID: | 02-076- -076- - -075.11-P -021    | Deed Book:  | 1128       |           |                                                |                |            |
|                                                                      | Property:  | Breckenridge Rd 111               | Deed Page:  | 371        |           |                                                |                |            |
| R & L Inc<br>3386 Booker Ridge Road<br>Mt Pleasant TN 38474          | 2013       | 12943                             | \$14,650.00 | \$211.00   | \$0.00    | \$211.00                                       | \$263.75       | \$474.75   |
|                                                                      | Parcel ID: | 09-100-J -100-J -E -016.00-P -095 | Deed Book:  | 1149       |           |                                                |                |            |
|                                                                      | Property:  | S Jas Campbell Blvd 1202 5        | Deed Page:  | 309        |           |                                                |                |            |
| Ritco Inc<br>2488 Park Plus Drive<br>Columbia TN 38401               | 2013       | 13437                             | \$14,400.00 | \$207.00   | \$0.00    | \$207.00                                       | \$258.75       | \$465.75   |
|                                                                      | Parcel ID: | 09-113- -113- - -049.06-P -002    | Deed Book:  | R2072      |           |                                                |                |            |
|                                                                      | Property:  | Park Plus Dr 2488                 | Deed Page:  | 647        |           | *** CURRENT OWNER ADDRESS HAS CHANGED ***      |                |            |
| Caruthers Omega<br>202 Navaho Trl<br>Columbia TN 38401               | 2013       | 13469                             | \$2,480.00  | \$36.00    | \$0.00    | \$36.00                                        | \$45.00        | \$81.00    |
|                                                                      | Parcel ID: | 09-099-HA-099-HA-B -014.01- -000  | Deed Book:  | 725        |           |                                                |                |            |
|                                                                      | Property:  | E 8th St S Of                     | Deed Page:  | 21         |           | *** CURRENT OWNER NAME/ADDRESS HAS CHANGED *** |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
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| Name/Address                                                             | Year       | Receipt                           | Assessed    | Total Tax: | Tax Paid: | Tax Owed:  | Calc Interest: | Total Due: |
|--------------------------------------------------------------------------|------------|-----------------------------------|-------------|------------|-----------|------------|----------------|------------|
| <b>Tax Year: 2013</b>                                                    |            |                                   |             |            |           |            |                |            |
| Roussell Craig<br>2309 Highland Ave<br>Columbia TN 38401                 | 2013       | 13700                             | \$1,260.00  | \$18.00    | \$0.00    | \$18.00    | \$22.50        | \$40.50    |
|                                                                          | Parcel ID: | 09-113-D -113-D -J -007.00-P -001 |             | Deed Book: | R1914     |            |                |            |
|                                                                          | Property:  | Highland Ave 2309                 |             | Deed Page: | 897       |            |                |            |
| Salon South<br>1129 Trotwood Avenue Ste 1<br>Columbia TN 38401           | 2013       | 13829                             | \$182.00    | \$3.00     | \$0.00    | \$3.00     | \$3.75         | \$6.75     |
|                                                                          | Parcel ID: | 02-000- -100-F -A -007.00-P -052  |             | Deed Book: | 779       |            |                |            |
|                                                                          | Property:  | Trotwood Ave 1129                 |             | Deed Page: | 177       |            |                |            |
| Sandrell Heating & Air<br>P O Box 1405<br>Columbia TN 38402              | 2013       | 13871                             | \$70,899.00 | \$1,021.00 | \$0.00    | \$1,021.00 | \$1,276.25     | \$2,297.25 |
|                                                                          | Parcel ID: | 09-113- -113- - -100.00-P -001    |             | Deed Book: | R1782     |            |                |            |
|                                                                          | Property:  | Leah Dr 2646                      |             | Deed Page: | 438       |            |                |            |
| Sano Deli Pizza Pasta<br>1040 N James Campbell Blvd<br>Columbia TN 38401 | 2013       | 13895                             | \$4,500.00  | \$65.00    | \$0.00    | \$65.00    | \$81.25        | \$146.25   |
|                                                                          | Parcel ID: | 09-089- -089- - -041.09-P -001    |             | Deed Book: | R2033     |            |                |            |
|                                                                          | Property:  | N James Campbell Blvd 1040        |             | Deed Page: | 168       |            |                |            |
| Sassy's Pizza<br>1533 Bear Creek Pike<br>Columbia TN 38401               | 2013       | 13917                             | \$788.00    | \$11.00    | \$0.00    | \$11.00    | \$13.75        | \$24.75    |
|                                                                          | Parcel ID: | 04-073- -073- - -018.12-P -006    |             | Deed Book: | R2113     |            |                |            |
|                                                                          | Property:  | Bear Creek Pk 1533                |             | Deed Page: | 237       |            |                |            |
| Scribe<br>310 W 15th St<br>Columbia TN 38401                             | 2013       | 14017                             | \$300.00    | \$4.00     | \$0.00    | \$4.00     | \$5.00         | \$9.00     |
|                                                                          | Parcel ID: | 09-100-L -100-L -J -019.00-P -001 |             | Deed Book: | R2049     |            |                |            |
|                                                                          | Property:  | W 15 Th St 310                    |             | Deed Page: | 545       |            |                |            |
| Shake-N-Shiver<br>510 East End St<br>Columbia TN 38401                   | 2013       | 14213                             | \$450.00    | \$6.00     | \$0.00    | \$6.00     | \$7.50         | \$13.50    |
|                                                                          | Parcel ID: | 09-099-B -099-B -A -014.00-P -001 |             | Deed Book: | 487       |            |                |            |
|                                                                          | Property:  | E End St 510                      |             | Deed Page: | 271       |            |                |            |
| Sharp Tans<br>807 Nashville Hwy #14<br>Columbia TN 38401                 | 2013       | 14254                             | \$5,400.00  | \$78.00    | \$0.00    | \$78.00    | \$97.50        | \$175.50   |
|                                                                          | Parcel ID: | 09-090-I -090-B -B -039.01-P -025 |             | Deed Book: | 607       |            |                |            |
|                                                                          | Property:  | Nashville Hwy 807-1               |             | Deed Page: | 436       |            |                |            |
| Shear Perfection<br>1412 Trotwood Ave #38<br>Columbia TN 38401           | 2013       | 14290                             | \$593.00    | \$9.00     | \$0.00    | \$9.00     | \$11.25        | \$20.25    |
|                                                                          | Parcel ID: | 09-100-P -100-P -B -002.00-P -087 |             | Deed Book: | 743       |            |                |            |
|                                                                          | Property:  | Trotwood Ave 1412-38              |             | Deed Page: | 799       |            |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
Page 14 of 16

| Name/Address                                                          | Year       | Receipt                                   | Assessed    | Total Tax: | Tax Paid: | Tax Owed: | Calc Interest: | Total Due: |
|-----------------------------------------------------------------------|------------|-------------------------------------------|-------------|------------|-----------|-----------|----------------|------------|
| Tax Year: 2013                                                        |            |                                           |             |            |           |           |                |            |
| Shearin's Complete<br>142 Bear Creek Pike<br>Columbia TN 38401        | 2013       | 14292                                     | \$600.00    | \$9.00     | \$0.00    | \$9.00    | \$11.25        | \$20.25    |
|                                                                       | Parcel ID: | 09-090-G -090-F -A -007.01-P -005         |             | Deed Book: | R1953     |           |                |            |
|                                                                       | Property:  | Bear Creek Pk 142                         |             | Deed Page: | 930       |           |                |            |
| Split Endz<br>1811 B Carmack Blvd<br>Columbia TN 38401                | 2013       | 14838                                     | \$2,550.00  | \$37.00    | \$0.00    | \$37.00   | \$46.25        | \$83.25    |
|                                                                       | Parcel ID: | 09-099-P -099-P -G -014.00-P -009         |             | Deed Book: | WB 33     |           |                |            |
|                                                                       | Property:  | Carmack Blvd 1811                         |             | Deed Page: | 329       |           |                |            |
| Steve's Gun & Archery<br>1011 Bear Creek Pike<br>Columbia TN 38401    | 2013       | 14968                                     | \$12,666.00 | \$182.00   | \$0.00    | \$182.00  | \$227.50       | \$409.50   |
|                                                                       | Parcel ID: | 04-092- -092- - -001.02-P -002            |             | Deed Book: | 829       |           |                |            |
|                                                                       | Property:  | Bear Creek Pk 1011                        |             | Deed Page: | 433       |           |                |            |
| Stewart & Reed Mortuary Se<br>832 Mulberry Dr<br>Columbia TN 38401    | 2013       | 14980                                     | \$3,000.00  | \$43.00    | \$0.00    | \$43.00   | \$53.75        | \$96.75    |
|                                                                       | Parcel ID: | 04-091-C -091-C -A -009.00-P -001         |             | Deed Book: | R1531     |           |                |            |
|                                                                       | Property:  | Mulberry Dr 832                           |             | Deed Page: | 569       |           |                |            |
| Stoney's Bail Bonding<br>1230 Industrial Park Rd<br>Columbia TN 38401 | 2013       | 15058                                     | \$495.00    | \$7.00     | \$0.00    | \$7.00    | \$8.75         | \$15.75    |
|                                                                       | Parcel ID: | 02-076- -076- - -075.03-P -003            |             | Deed Book: | R1579     |           |                |            |
|                                                                       | Property:  | Industrial Park Rd 1230                   |             | Deed Page: | 96        |           |                |            |
| Stoneys Auto Salvage Inc<br>1505 Nashville Hwy<br>Columbia TN 38401   | 2013       | 15060                                     | \$40,447.00 | \$582.00   | \$0.00    | \$582.00  | \$727.50       | \$1,309.50 |
|                                                                       | Parcel ID: | 02-076- -076- - -075.03-P -001            |             | Deed Book: | R1579     |           |                |            |
|                                                                       | Property:  | Industrial Park Rd 1230                   |             | Deed Page: | 96        |           |                |            |
|                                                                       |            | *** CURRENT OWNER ADDRESS HAS CHANGED *** |             |            |           |           |                |            |
| Storage Solutions Of<br>6201 Cayce Ln<br>Columbia TN 38401            | 2013       | 15065                                     | \$2,291.00  | \$33.00    | \$0.00    | \$33.00   | \$41.25        | \$74.25    |
|                                                                       | Parcel ID: | 09-101- -101- - -027.34-P -002            |             | Deed Book: | R1834     |           |                |            |
|                                                                       | Property:  | Cayce Ln 6201                             |             | Deed Page: | 930       |           |                |            |
| Superior Pools & Fence Co<br>P O Box 1738<br>Columbia TN 38402        | 2013       | 15175                                     | \$18,000.00 | \$259.00   | \$0.00    | \$259.00  | \$323.75       | \$582.75   |
|                                                                       | Parcel ID: | 09-089-L -089-L -H -014.00-P -002         |             | Deed Book: | R1611     |           |                |            |
|                                                                       | Property:  | W 1st St 136                              |             | Deed Page: | 421       |           |                |            |
| Tekel Concrete<br>710 Krissy Ct<br>Columbia TN 38401                  | 2013       | 15359                                     | \$525.00    | \$8.00     | \$0.00    | \$8.00    | \$10.00        | \$18.00    |
|                                                                       | Parcel ID: | 09-101-K -101-K -D -021.00-P -001         |             | Deed Book: | R1895     |           |                |            |
|                                                                       | Property:  | Krissy Ct 710                             |             | Deed Page: | 303       |           |                |            |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

## City of Columbia Delinquent Tax Report

As Of Date: 04/16/2024  
Page 15 of 16

| Name/Address                                                        | Year       | Receipt                           | Assessed     | Total Tax: | Tax Paid: | Tax Owed:  | Calc Interest: | Total Due:  |
|---------------------------------------------------------------------|------------|-----------------------------------|--------------|------------|-----------|------------|----------------|-------------|
| <b>Tax Year: 2013</b>                                               |            |                                   |              |            |           |            |                |             |
| Tennessee Bed Barn Inc<br>100 Nashville Hwy<br>Columbia TN 38401    | 2013       | 15370                             | \$900.00     | \$13.00    | \$0.00    | \$13.00    | \$16.25        | \$29.25     |
|                                                                     | Parcel ID: | 09-090-P -090-P -B -028.00-P -002 |              | Deed Book: | R2076     |            |                |             |
|                                                                     | Property:  | Nashville Hwy 100                 |              | Deed Page: | 1220      |            |                |             |
| Throttell Dumpaz Cycles<br>1614 Lindsey Dr<br>Columbia TN 38401     | 2013       | 15556                             | \$750.00     | \$11.00    | \$0.00    | \$11.00    | \$13.75        | \$24.75     |
|                                                                     | Parcel ID: | 09-101-F -101-F -A -012.00-P -001 |              | Deed Book: | 665       |            |                |             |
|                                                                     | Property:  | Lindsey Dr 1614                   |              | Deed Page: | 792       |            |                |             |
| Valve Furniture Gallery<br>119 Nashville Hwy<br>Columbia TN 38401   | 2013       | 16196                             | \$5,400.00   | \$78.00    | \$0.00    | \$78.00    | \$97.50        | \$175.50    |
|                                                                     | Parcel ID: | 09-000- -090-I -A -003.00-P -065  |              | Deed Book: | R2216     |            |                |             |
|                                                                     | Property:  | Nashville Hwy 119                 |              | Deed Page: | 672       |            |                |             |
| Waggoner Appraisals<br>P O Box 1375<br>Columbia TN 38402            | 2013       | 16390                             | \$300.00     | \$4.00     | \$0.00    | \$4.00     | \$5.00         | \$9.00      |
|                                                                     | Parcel ID: | 09-000- -089- - -017.00-P -004    |              | Deed Book: | R1957     |            |                |             |
|                                                                     | Property:  | Riverview Lane 939                |              | Deed Page: | 161       |            |                |             |
| Watkins Automotive<br>211 E 6th St<br>Columbia TN 38401             | 2013       | 16557                             | \$10,500.00  | \$151.00   | \$0.00    | \$151.00   | \$188.75       | \$339.75    |
|                                                                     | Parcel ID: | 09-000- -099-A -A -013.00-P -002  |              | Deed Book: | 411       |            |                |             |
|                                                                     | Property:  | E 6th Sts 211                     |              | Deed Page: | 185       |            |                |             |
| Wayside Inn<br>201 Dawson Dr<br>Columbia TN 38401                   | 2013       | 16605                             | \$653.00     | \$9.00     | \$0.00    | \$9.00     | \$11.25        | \$20.25     |
|                                                                     | Parcel ID: | 09-100-E -099-H -J -005.00-P -004 |              | Deed Book: | R1620     |            |                |             |
|                                                                     | Property:  | Depot St 102                      |              | Deed Page: | 544       |            |                |             |
| West End One Stop Shop<br>301 North High St<br>Columbia TN 38401    | 2013       | 16775                             | \$300.00     | \$4.00     | \$0.00    | \$4.00     | \$5.00         | \$9.00      |
|                                                                     | Parcel ID: | 09-000- -089-M -C -013.00-P -004  |              | Deed Book: | R1976     |            |                |             |
|                                                                     | Property:  | North High Street 301             |              | Deed Page: | 426       |            |                |             |
| Wolfe Dennis Drywall<br>600 Freedom Ln Apt 608<br>Columbia TN 38401 | 2013       | 17311                             | \$390.00     | \$6.00     | \$0.00    | \$6.00     | \$7.50         | \$13.50     |
|                                                                     | Parcel ID: | 09-099- -099- - -060.08-P -001    |              | Deed Book: | R1762     |            |                |             |
|                                                                     | Property:  | Freedom Ln 600-608                |              | Deed Page: | 651       |            |                |             |
| Yaya's Bakery & Cafe<br>3921 Apache Trl<br>Antioch TN 37013         | 2013       | 17453                             | \$7,500.00   | \$108.00   | \$0.00    | \$108.00   | \$135.00       | \$243.00    |
|                                                                     | Parcel ID: | 03-042- -042- - -014.01-P -002    |              | Deed Book: | R2233     |            |                |             |
|                                                                     | Property:  | Cayer Ln 2500                     |              | Deed Page: | 288       |            |                |             |
| <b>Tax Year Totals:</b>                                             |            |                                   | \$433,588.00 | \$6,245.00 | \$0.00    | \$6,245.00 | \$7,806.25     | \$14,051.25 |

# EXHIBIT A – RESOLUTION NO. 24-30

Run by: Regina Connelly  
Run at: 4/16/2024 4:41:56 PM

City of Columbia  
Delinquent Tax Report

As Of Date: 04/16/2024  
Page 16 of 16

| Tax Year         | Tax Type | Count | Assessed Value | Total Tax | Tax Paid | Tax Owed | Calc Interest | Total Due |
|------------------|----------|-------|----------------|-----------|----------|----------|---------------|-----------|
| 2012             | Tax Roll | 40    | 295,367.00     | 3,867.00  | 293.21   | 3,573.79 | 4,896.09      | 8,469.88  |
| Tax Year Totals: |          | 40    | 295,367.00     | 3,867.00  | 293.21   | 3,573.79 | 4,896.09      | 8,469.88  |
| 2013             | Tax Roll | 90    | 433,588.00     | 6,245.00  | 0.00     | 6,245.00 | 7,806.25      | 14,051.25 |
| Tax Year Totals: |          | 90    | 433,588.00     | 6,245.00  | 0.00     | 6,245.00 | 7,806.25      | 14,051.25 |
| Grand Totals:    |          | 130   | 728,955.00     | 10,112.00 | 293.21   | 9,818.79 | 12,702.34     | 22,521.13 |

Calc Interest As Of Date: 04/16/2024



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kellye Murphy, Tourism & Marketing Director, [kmurphy@columbiatn.com](mailto:kmurphy@columbiatn.com) 931-560-1510

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**AGENDA ITEM TITLE:**

RESOLUTION NO. 24-31 - A RESOLUTION ACCEPTING A DONATION OF 14 PLANTERS FROM COLUMBIA MAIN STREET FOR HISTORIC DOWNTOWN COLUMBIA

**RECOMMENDATION:** Approve Resolution No. 24-31.

**INFORMATION:** Columbia Main Street would like to donate 14 planters valued at \$200 a piece. They are 28" self-watering planters that will be placed on select light poles in downtown Columbia. The City will maintain these planters and fill them with floral/greenery throughout the year. An item approving an amendment to the contract with Tennessee Property Management has been placed in the Other Business section of this agenda. This amendment would include the maintenance of these planters.

**ATTACHMENTS:**

**A RESOLUTION ACCEPTING A DONATION OF 14 PLANTERS FROM  
COLUMBIA MAIN STREET FOR HISTORIC DOWNTOWN COLUMBIA**

WHEREAS, Columbia Main Street desires to donate 14 planters (28" self-watering) valued at an estimated \$200 a piece for a total value of \$2,800; and

WHEREAS, the City of Columbia desires to accept the donation; and

WHEREAS, the City will maintain these planters and fill them with floral/greenery throughout the year; and

WHEREAS, the planters will be placed on select light poles in historic downtown Columbia; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Columbia Main Street by accepting this donation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT**

Melanie Wright, Patrol Administrative Assistant, melanie.kash@columbiatn.com, 931-560-1652

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**AGENDA ITEM TITLE:** RESOLUTION NO. 24-33 – A RESOLUTION TO ACCEPT A DONATION OF A BUNN 13300.0004 VP17-3 LOW PROFILE POUR OVER COFFEE BREWER WITH 3 WARMERS AND FOUR BAGS OF COFFEE BEANS WITH AN APPROXIMATE VALUE OF \$500.00 FROM MULETOWN BEARDED AXE TO BE USED BY THE COLUMBIA POLICE DEPARTMENT.

**RECOMMENDATION:** Approve Resolution No. 24-33.

**INFORMATION:** The Columbia Police Department is requesting authorization to accept a donation of a Bunn 13300.0004 vp17-3 low profile pour over coffee brewer with 3 warmers and four bags of coffee beans with an approximate value of \$500.00 from MuleTown Bearded Axe to be used by the Columbia Police Department.

**ATTACHMENTS:** Staff Report; Resolution No. 24-33

**A RESOLUTION ACCEPTING A DONATION OF A BUNN 13300.0004 VP17-3  
LOW PROFILE POUR OVER COFFEE BREWER WITH 3 WARMERS AND  
FOUR BAGS OF COFFEE BEANS WITH AN APPROXIMATE VALUE OF  
\$500.00 FROM MULETOWN BEARDED AXE TO BE USED BY THE  
COLUMBIA POLICE DEPARTMENT**

WHEREAS, the Columbia Police Department would like to accept the donation of a Bunn 13300.0004 VP17-3 Low Profile Pour Over Coffee Brewer with 3 Warmers and four bags of coffee beans with an approximate value of \$500.00 from MuleTown Bearded Axe; and

WHEREAS, no matching funds are required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of the Columbia Police Department by accepting this donation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:** 2ND CONSIDERATION ON ORDINANCE NO. 4499 AS AMENDED - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00 - 25.03, LOCATED OFF WEST 12TH AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) AND ESTABLISH MAY 9, 2024 AS THE DATE OF PUBLIC HEARING - WARD 2

**RECOMMENDATION:** Approve Ordinance No. 4499 as amended on second consideration.

**INFORMATION:** The applicant is requesting to rezone the four properties to CD-4 to allow the future residential development of townhomes which is reflected in the provided concept. The Planning Commission reviewed this request at the March 13, 2024 meeting and recommended approval by a vote of five to one.

**ATTACHMENTS:** Ordinance No. 4499; Exhibit A; Exhibit B; Staff Report; Concept Plan; Ordinance Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP F PARCELS 25.00-25.03, LOCATED OFF WEST 12<sup>TH</sup> AND HALEY STREETS, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the properties herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said properties to be rezoned, being Tax Map 100E Group F Parcels 25.00 through 25.03, located off West 12<sup>th</sup> and Haley Streets, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 13th day of March, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of May, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number \_\_\_\_\_, page \_\_\_\_\_ Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

\_\_\_\_\_, 20\_\_\_\_

Date

Title (if action for partnership or corporation)

Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a Class "1" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

JUNE 2, 2021

Date



Registered Land Surveyor

TN PLS# 1859

Number

Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on the final subdivision plat entitled \_\_\_\_\_ has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

\_\_\_\_\_, 20\_\_\_\_

Date

\_\_\_\_\_,

Name, Title, Agency of Authorized Approving Agent

Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage and utilities designated in \_\_\_\_\_ Subdivision have been installed in accordance with City specifications, or a performance bond in the amount of \$ \_\_\_\_\_ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

\_\_\_\_\_,

City Engineer

\_\_\_\_\_,

Date

Columbia, Tennessee

Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations, with the exception of such variances, if any, as noted in the minutes of the Planning Commission, and that it has been approved for recording in the Office of the County Register.

\_\_\_\_\_,

Secretary, Planning Commission

\_\_\_\_\_,

Date

Columbia, Tennessee

Certificate of Approval of Subdivision Name and Street Names

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

\_\_\_\_\_,

Maury County E911

\_\_\_\_\_,

Date

Certificate of Approval for Sewer System

I hereby certify that the sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

\_\_\_\_\_,

Director of Wastewater Department

\_\_\_\_\_,

Date

Columbia, Tennessee

Certificate of Compliance

I hereby certify that the subdivision plat shown hereon has been found to comply with the Columbia Subdivision Regulations and other adopted ordinances and policies.

\_\_\_\_\_,

City Engineer

\_\_\_\_\_,

Date

Columbia, Tennessee

| Lot Area |          |            |
|----------|----------|------------|
| Lot 1    | 10099 sf | 0.23 Acres |
| Lot 2    | 12291 sf | 0.28 Acres |
| Lot 3    | 12025 sf | 0.28 Acres |

LEGEND

● IRON PIN FOUND

○ IRON PIN SET

 UTILITY POLE

○ SS MANHOLE

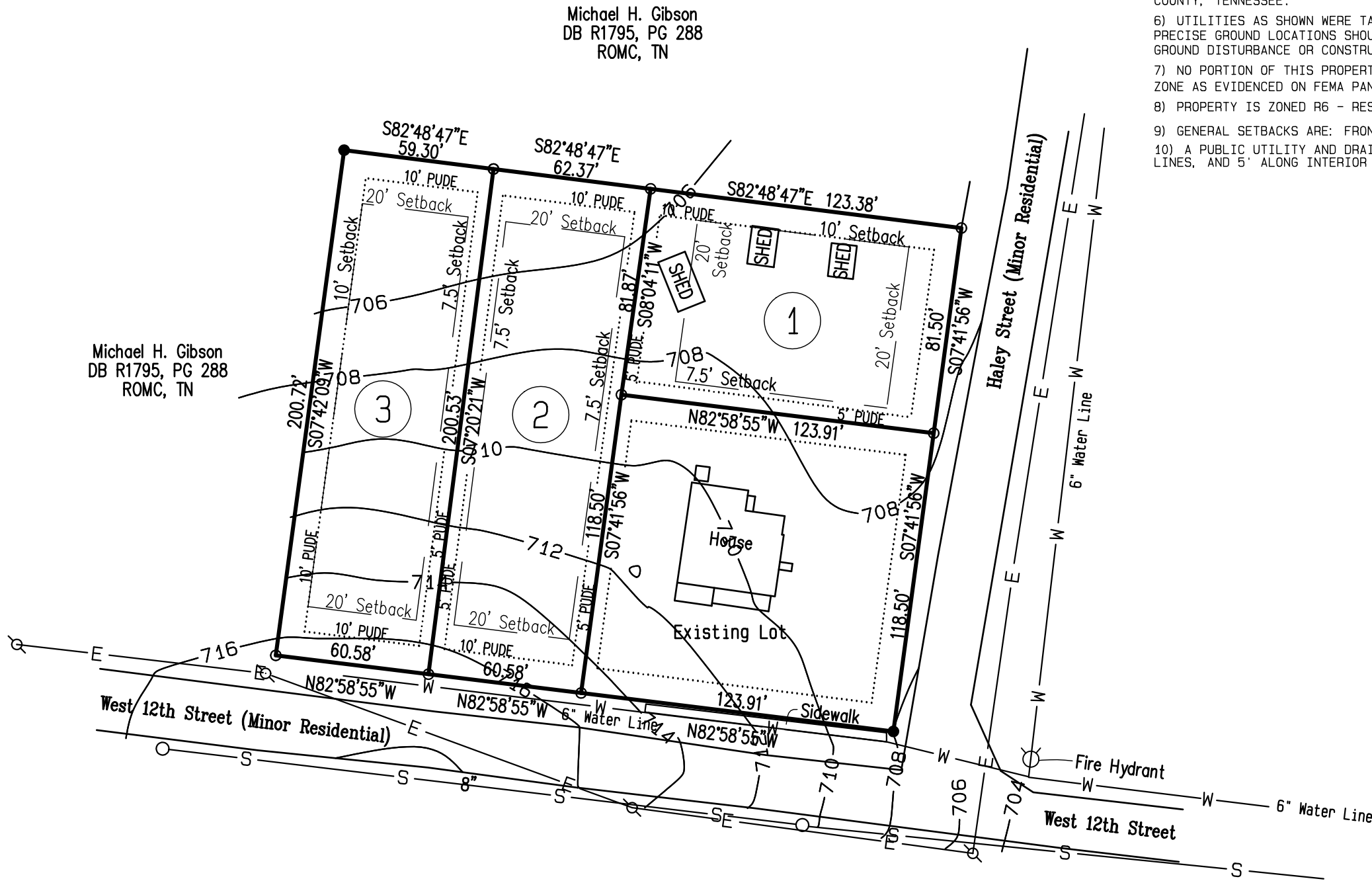
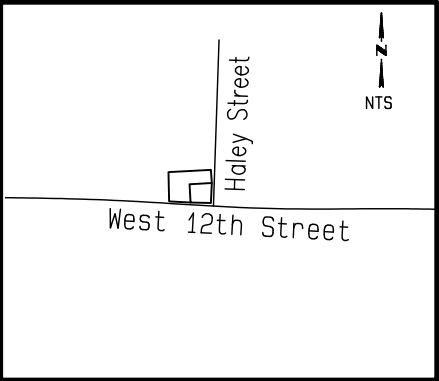
..... PUDE LINE

—E— ELECTRIC LINE

—W— WATER LINE

—S— SANITARY SEWER LINE

PUDE= PUBLIC UTILITY & DRAINAGE EASEMENT



GENERAL NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO DIVIDE PARCEL 25.01 OF MAP 100E INTO 3 LOTS.
- 2) BEARINGS ARE BASED ON GPS.
- 3) THIS SURVEY WAS PREPARED USING THE CURRENT DEEDS OF RECORD. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A TITLE SEARCH.
- 4) ALL DEED BOOK REFERENCES PERTAIN TO REGISTER'S OFFICE OF MAURY, TENNESSEE.
- 5) SUBJECT PROPERTY IS LOCATED IN THE CITY OF COLUMBIA, 9TH CIVIL DISTRICT, MAURY COUNTY, TENNESSEE.
- 6) UTILITIES AS SHOWN WERE TAKEN FROM VISIBLE FIELD LOCATIONS. UTILITY DETAILS AND PRECISE GROUND LOCATIONS SHOULD BE OBTAINED FROM THE PROPER AUTHORITIES BEFORE ANY GROUND DISTURBANCE OR CONSTRUCTION IS STARTED.
- 7) NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A 100 YEAR FLOOD ZONE AS EVIDENCED ON FEMA PANEL #47119C0285E OF MAURY COUNTY, TN, DATED 04/16/2007.
- 8) PROPERTY IS ZONED R6 - RESIDENTIAL
- 9) GENERAL SETBACKS ARE: FRONT=20'; SIDES=7.5'; REAR=20'.
- 10) A PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) 10' ALONG FRONT AND REAR PROPERTY LINES, AND 5' ALONG INTERIOR PROPERTY LINES IS REQUIRED FOR THIS SITE.

ARROWHEAD SURVEY  
4151 OLD HILLSBORO ROAD  
FRANKLIN, TN 37064  
615-599-7347

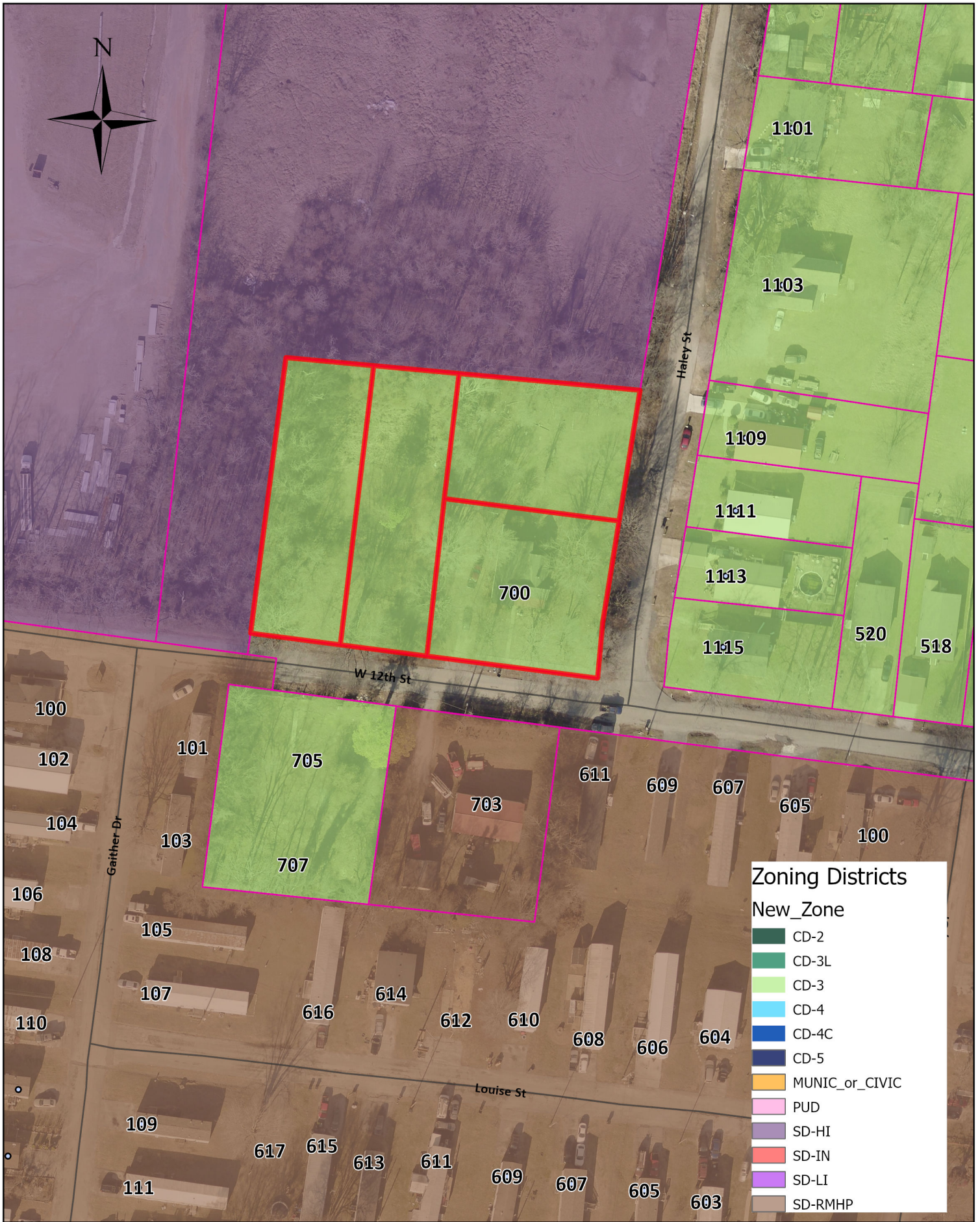


6/2/2021

CITY OF COLUMBIA MUNICIPAL PLANNING COMMISSION  
STATE OF TENNESSEE  
FINAL PLAT

| MINOR SUBDIVISION                                                            |                                  |
|------------------------------------------------------------------------------|----------------------------------|
| LOT 1, 2, & 3<br>RECURVE LLC PROPERTY                                        |                                  |
| TOTAL ACRES = 1.13                                                           | TOTAL LOTS =4                    |
| MILES NEW ROADS =0.00                                                        | ACRES NEW ROADS = 0.00           |
| PARCEL: 25.01 OF TAX MAP: 100E GROUP: F<br>PLAT BOOK 22, PAGE 151, LOT 1 & 2 |                                  |
| OWNER: RECURVE LLC<br>114 Churchill Place, Franklin, TN 37067                |                                  |
| CIVIL DISTRICT: 9TH                                                          | SCALE: 1"= 50'                   |
| DATE: 6/02/2021                                                              | CLOSURE:1/15,000<br>SHEET 1 OF 1 |





Ordinance No. 4499 - Exh B  
 W. 12th and Haley Streets  
 TM100E Group F Parcels 25-25.03

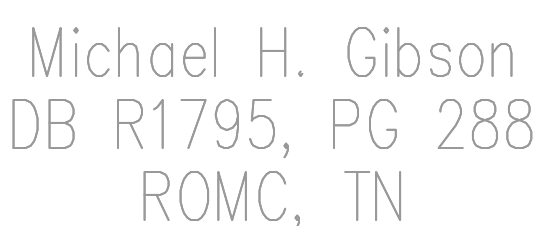




Michael H. Gibson  
DB R1795, PG 288  
ROMC, TN

NOTES:

1. EXISTING SURVEY INFORMATION IS DERIVED FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY ARROWHEAD SURVEY DATED 6-2-2021.



|              |            |
|--------------|------------|
| PROJECT #:   | 1061001    |
| DESIGNED BY: | CMN        |
| DRAWN BY:    | CMN        |
| DATE:        | 11/17/2023 |

## SITE PLAN

C2.0

## 700 W 12<sup>th</sup> Rezoning

|                |                         |               |                         |
|----------------|-------------------------|---------------|-------------------------|
| Project #:     | 24-0026                 | Location:     | Map 100E F 25.0 - 25.03 |
| Applicant:     | Corey Nelson            | Case Type(s): | Rezoning                |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Townhomes               |

### PROJECT SUMMARY

---

The applicant requests rezoning of 1.13-acres located at the corner of West 2th Street and Haley Street from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The current CD-3 zoning permits detached houses and some duplexes at four density units per acre. The requested CD-4 zoning permits a mix of uses and structure types, including townhomes, at twelve density units per acre.

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The applicant has provided a concept plan depicting townhomes on the property. The concept plan demonstrates that it is possible to develop the site in conformity with the standards of the requested character district.
- Subsequent development and division of the property will require review and approval by the Planning Commission or the Zoning Administrator.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



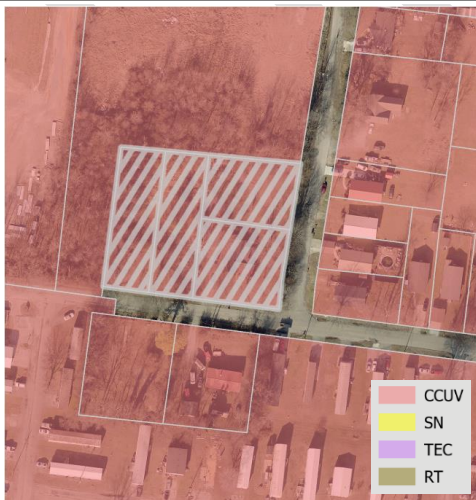


## SITE INFORMATION

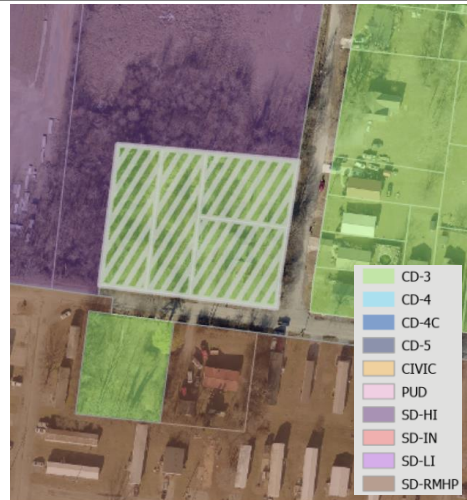
| CURRENT ZONING | EXISTING USE | EXISTING IMP.                | LAND AREA |
|----------------|--------------|------------------------------|-----------|
| CD-3           | Residential  | House & Accessory Structures | +/- 1.13  |



FUTURE LAND USE MAP



ZONING MAP



| SITE CONTEXT/ADJACENT PROPERTIES |                           |             |                                      |
|----------------------------------|---------------------------|-------------|--------------------------------------|
|                                  | Future Land Use           | Zoning      | Current Use                          |
| Subject Property                 | City Center Urban Village | CD-3        | Vacant                               |
| North                            | City Center Urban Village | SD-LI       | Industrial                           |
| South                            | City Center Urban Village | SD-MHP/CD-3 | Manufactured Home Park/Single Family |
| East                             | City Center Urban Village | CD-3        | Single Family                        |
| West                             | City Center Urban Village | SD-LI       | Industrial                           |

## CONSISTENCY WITH CONNECT COLUMBIA

**City Center Urban Village:** The requested rezoning is consistent with the future land use map. The future land use of the subject site is Suburban Neighborhood. The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.



# CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

MARCH 2024  
24-0026  
700 W 12TH  
REZONING

## Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



## Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

## Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

## Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)  
General Urban CD-4  
Urban Center CD-5  
General Urban-Corridor CD-4C (only along Arterial roadways)  
Urban Center - Corridor CD-5C (only along Arterial roadways)\*  
Mixed Use PUD PUD-MU  
Civic CV

## Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses  
Density (density units per acre):  $\geq 12$  du/ac  
Building Height: 1-5 stories  
Open Space Elements: Civic Spaces, Parks & Greenways



## AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).





## CONFORMITY WITH ZONING ORDINANCE

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As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to develop the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-D.**
  - The plan depicts townhomes with rear-loaded garages
  - The concept plan also depicts the addition of sidewalks at the public frontage, parking, and stormwater facilities.
  - The concept plan does not show tree preservation as required by § 4.3.16.L. Tree cover on the site is likely minimal. If this request is successful and the project proceeds to site development plan review, staff will determine the status of trees on the site and ensure preservation or mitigation as appropriate.
  - If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.
  - Any proposed redevelopment of the site must conform to the standards of the Zoning Ordinance and applicable overlays.
- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**

## REVIEW PROCESS

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The Development Review Committee evaluated the proposed rezoning at its February 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [are not contravened];<sup>1</sup>*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

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<sup>1</sup> Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read “the legal purposes for which zoning exists are not contravened.”

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## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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The DRC reviewed this proposal at its December 2023 and January 2024 meetings. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at **§ 8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Utility providers indicated willingness and capacity to serve. Some included standard caveats about the impact of supply chain disruption on the ability to establish services. Water availability letters must be renewed every 120 days.
- Maury County Schools did not comment on this application. However, the school system generally indicates that proposals which add housing units are not guaranteed any particular attendance zone assignment. Attendance zones can be adjusted to balance demand and capacity at school facilities.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested CD-4 zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-4 (General Urban Neighborhood) character district implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourage beneficial changes to the land use pattern in the area.

## SAMPLE MOTIONS

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### Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed annexation with a plan of services and rezoning [*subject to technical comments and other conditions presented by planning staff*].

### Deny:

Move to recommend denial of the requested annexation with a plan of services and rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

### Defer:

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

---

**AGENDA ITEM TITLE:** 2<sup>ND</sup> CONSIDERATION OF ORDINANCE NO. 4500 - AN ORDINANCE FOR THE ABANDONMENT OF CITY PROPERTY BEING A 0.036 ACRE LOT LOCATED ON NORTH HARDIN DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE PLAT AND QUITCLAIM DEED

**RECOMMENDATION:** Approve Ordinance No. 4500 on second consideration.

**INFORMATION:** The creation of Valley View Subdivision off North Hardin Drive in 2020 enabled the elimination of an existing pump station. The location of the station is surrounded by Lot 6A of Crestview Subdivision Section 2 being 400 West Burt Drive. The station was located on 0.036 acre of property that adjacent property owner is requesting to take over and maintain.

**ATTACHMENTS:** Staff Report, Ordinance No. 4500, Exhibit A.

**AN ORDINANCE FOR THE ABANDONMENT OF CITY PROPERTY BEING A  
0.036 ACRE LOT LOCATED ON NORTH HARDIN DRIVE AND  
AUTHORIZING THE MAYOR TO EXECUTE THE PLAT AND QUITCLAIM  
DEED.**

WHEREAS, the City of Columbia, Tennessee, is the owner of a 0.036 acre lot which is shown as Lot 6A on the unrecorded plat which is attached hereto as Exhibit "A" and incorporated herein by reference. Said lot is adjacent to 400 West Burt Drive, which is owned by James and Deborah Hanna; and

WHEREAS, the City of Columbia, Tennessee, no longer has any use for such property and hereby states that such property should be declared surplus, abandoned and transferred to the adjacent property owners, James and Deborah Hanna.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That the City of Columbia, Tennessee, does hereby declare surplus, abandon and relinquish all of its right, title and interest in and to the parcel of property adjacent to 400 West Burt Drive, which property is legally described as Lot 6A in Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute and deliver a quitclaim deed, conveying all right, title and interest the said City of Columbia may have in and to such property to James and Deborah Hanna.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

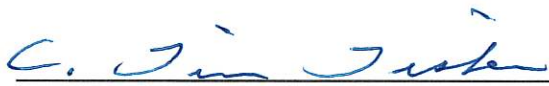
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

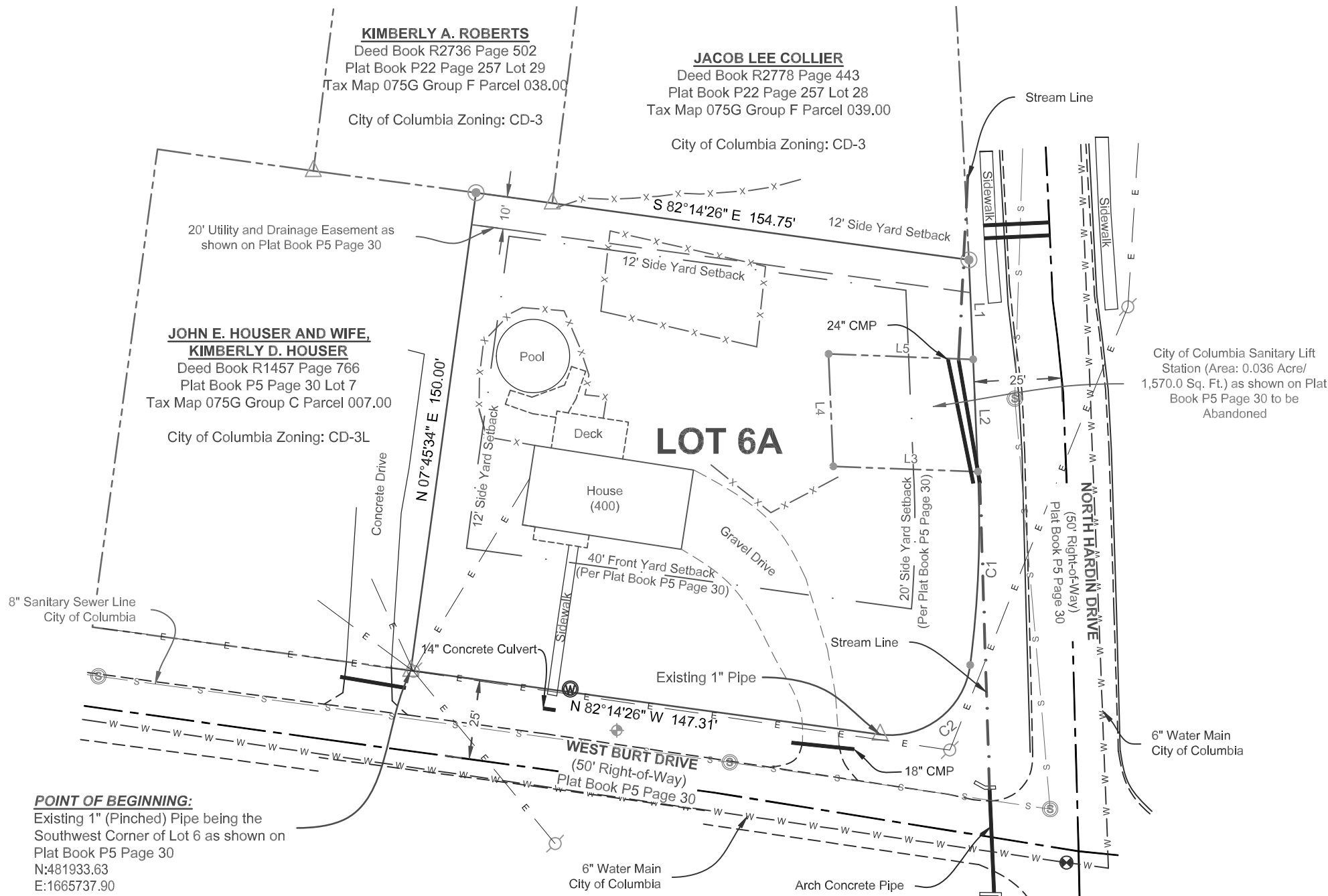
APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1<sup>st</sup> Consideration: \_\_\_\_\_

Passed on 2<sup>nd</sup> Consideration: \_\_\_\_\_

Exhibit "A"



**POINT OF BEGINNING:**  
Existing 1" (Pinched) Pipe being the Southwest Corner of Lot 6 as shown on Plat Book P5 Page 30  
N:481933.63  
E:1665737.90

LEGEND

|                          |                                       |
|--------------------------|---------------------------------------|
| PROPERTY LINE            | _____                                 |
| ADJOINING LINE           | _____                                 |
| EASEMENT LINE            | _____                                 |
| SETBACK LINE             | _____                                 |
| ELECTRIC LINE            | _____ E _____ E _____                 |
| CENTERLINE               | _____                                 |
| PAVEMENT EDGE            | _____                                 |
| FENCE LINE               | _____ X _____ X _____ X _____ X _____ |
| WATER LINE               | _____ W _____ W _____ W _____ W _____ |
| SANITARY LINE            | _____ S _____ S _____                 |
| GAS LINE                 | _____ G _____ G _____                 |
| INDEX CONTOUR LINE       | _____                                 |
| CONTOUR LINE             | _____                                 |
| EXISTING MONUMENT        | △                                     |
| CONCRETE MONUMENT        | □                                     |
| SET CAPPED 5/8" IRON ROD | ●                                     |
| NO MONUMENT SET          | ○                                     |
| POWER POLE               | ○                                     |
| WATER METER              | ⊙                                     |
| SURVEY CONTROL           | ⊕                                     |
| SEWER MANHOLE            | ⊙                                     |
| WATER VALVE              | ⊙                                     |



- SURVEY NOTES:**
- THE PURPOSE OF THIS SURVEY IS TO COMBINE THE CITY OF COLUMBIA SANITARY LIFT STATION AREA WITH LOT 6 OF CRESTVIEW SUBDIVISION, SECTION 2 REVISED (PLAT BOOK P5 PAGE 30).
  - TITLE SEARCH WAS NOT PROVIDED TO THIS SURVEYOR, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
  - BEARINGS REFERENCED TO TENNESSEE STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATION.
  - HORIZONTAL DATA SHOWN HEREON WAS GATHERED USING TOPCON HIPER VR (DUAL FREQUENCY) GPS. REAL TIME KINEMATICS (RTK) AND STATIC CONTROL WERE UTILIZED.
  - I, JOSEPH C. PUGH, HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL REAL TIME KINEMATIC (RTK) GPS SURVEY MADE AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:  
TYPE OF SURVEY – REAL TIME KINEMATIC (RTK),  
GPS DEVICE – TOPCON HIPER VR  
POSITIONAL ACCURACY – 0.05'  
PUBLISHED/FIXED CONTROL – TENNESSEE DEPARTMENT OF TRANSPORTATION CORS NETWORK  
GEOID MODEL – NAVD88 GEOID18  
DATUM/POCH – NAD83(2011)  
DISTANCE – GRID  
BEARING – GRID
  - SUBJECT TO ALL EXISTING ROAD RIGHT-OF-WAY EASEMENTS, ALL EXISTING UTILITY EASEMENTS, INGRESS/EGRESS EASEMENTS, OR OTHER EASEMENTS RECORDED OR UNRECORDED.
  - VISIBLE UTILITIES ARE SHOWN HEREON.
  - FIELD SURVEY PERFORMED ON JANUARY 22 & 23, 2024.
  - AREA SHOWN HEREON.
  - ALL CORNERS ARE MONUMENTED WITH A SET CAPPED 5/8" IRON ROD UNLESS OTHERWISE NOTED.
  - POINT OF BEGINNING IS MONUMENTED AND LABELED HEREON.
  - DISCREPANCIES BETWEEN SURVEY AND RECORD DISTANCES SHOWN HEREON.
  - ZONING: COLUMBIA, TN CD-3L NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT. 30' FRONT YARD SETBACK, 12' SIDE YARD SETBACK, AND 30' REAR YARD AS SHOWN HEREON. REFER TO THE ZONING ORDINANCE OF COLUMBIA, TN FOR MORE INFORMATION.
  - PROPERTY LOCATED WITHIN A ZONE X UNSHADED OF THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, MAP 47119C0170E WITH EFFECTIVE DATE APRIL 16, 2007.

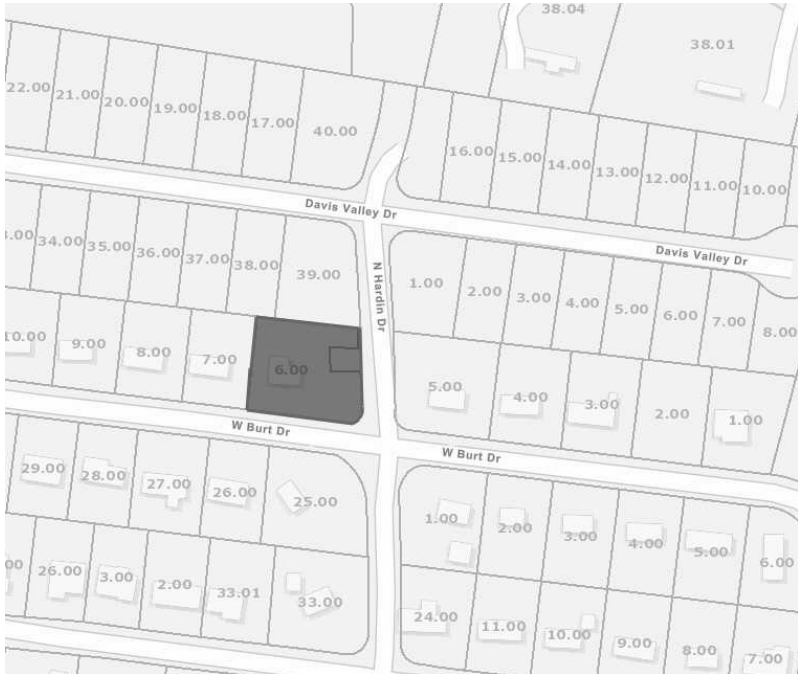
**UTILITY NOTE:**  
This surveyor has not physically located the underground utilities. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. The individual lot owner will have to verify the location of such utilities prior to any construction. In Tennessee it is a requirement, per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than 3 or more than 10 working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One Call 800-351-1111.

| AREA TABLE:        |                             |
|--------------------|-----------------------------|
| Lot 6              | 0.534 Acre/23,249.0 Sq. Ft. |
| City Lot           | 0.036 Acre/1,570.0 Sq. Ft.  |
| New Combined Area: | 0.570 Acre/24,819.0 Sq. Ft. |

| LIFT STATION LINE TABLE |               |          |
|-------------------------|---------------|----------|
| LINE                    | BEARING       | DISTANCE |
| L3                      | N 87°54'29" W | 45.01'   |
| L4                      | N 02°24'30" W | 35.00'   |
| L5                      | S 87°51'56" E | 45.00'   |

| PROPERTY BOUNDARY LINE TABLE |               |          |
|------------------------------|---------------|----------|
| LINE                         | BEARING       | DISTANCE |
| L1                           | S 02°25'06" E | 30.97'   |
| L2                           | S 02°25'50" E | 34.97'   |

| PROPERTY BOUNDARY CURVE TABLE |         |            |              |               |             |
|-------------------------------|---------|------------|--------------|---------------|-------------|
| CURVE                         | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
| C1                            | 339.42' | 60.29'     | 60.21'       | S 02°17'34" W | 10°10'38"   |
| C2                            | 25.00'  | 39.27'     | 35.36'       | S 52°22'54" W | 90°00'01"   |



**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book\_R1510\_ Page\_48\_ , Maury County Registers Office, and adopt this final subdivision plat of the property as shown hereon and dedicate all public ways and easements as noted with my (our) free consent.

James Hanna \_\_\_\_\_ Date \_\_\_\_\_

Deborah Hanna \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF WATER SYSTEM**  
I hereby certify that the water system(s) outlined or indicated on this final subdivision plat has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Name \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, AND UTILITIES**  
I hereby certify that the streets, drainage, and utilities outlined or indicated on this final subdivision plat have been installed in accordance with City specifications, or a performance surety in the amount of \$\_\_\_\_\_ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

City Engineer \_\_\_\_\_ Date \_\_\_\_\_  
Columbia, Tennessee

**CERTIFICATE OF APPROVAL FOR RECORDING**  
I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as noted in the minutes of the Columbia Municipal Planning Commission, and that it has been approved for recording in the Office of the Maury County Register of Deeds.

Planning Director \_\_\_\_\_ Date \_\_\_\_\_  
Columbia, Tennessee

**CERTIFICATE OF SUBDIVISION NAME AND STREET NAMES**  
Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Maury County E-911 \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATE OF SANITARY SEWER SYSTEM**  
I hereby certify that the sanitary sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Director of Wastewater Department \_\_\_\_\_ Date \_\_\_\_\_  
Columbia, Tennessee

**CERTIFICATE OF COMPLIANCE**  
I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

City Engineer \_\_\_\_\_ Date \_\_\_\_\_  
Columbia, Tennessee

**CERTIFICATE OF SURVEY ACCURACY**  
I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a class IV Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, survey having a positional accuracy of 0.05'. This survey meets the standards of practice for surveying in the State of Tennessee.

Joseph C. Pugh \_\_\_\_\_ (Date) \_\_\_\_\_  
TN RLS# 3163

**PROPERTY DATA:**  
**JAMES HANNA AND WIFE, DEBORAH HANNA**  
Deed Book R1510 Page 48  
Plat Book P5 Page 30 Lot 6  
Tax Map 075G Group C Parcel 006.00  
  
City of Columbia Zoning: CD-3L

**CONTACT INFORMATION:**  
James and Deborah Hanna  
400 W Burt Dr  
Columbia, TN 38401  
Cell: 931-215-5667  
Email: jimhanna@charter.net

| MINOR PLAT FOR                           |                                                                                                                                              |                        |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| JAMES HANNA                              |                                                                                                                                              |                        |
| 400 WEST BURT DRIVE, COLUMBIA, TENNESSEE |                                                                                                                                              |                        |
| DRAWN BY: ELR                            |                                                                                                                                              | DATE: 01/25/2024       |
| CHECKED BY: JCP                          |                                                                                                                                              | REVISED:               |
| SCALE: 1"=40'                            |                                                                                                                                              | JOB #:<br>240106_Hanna |
|                                          | ESSENTIAL LAND<br>SURVEYING & MAPPING,<br>LLC<br>811 HATCHER LANE,<br>COLUMBIA, TN 38401<br>PHONE: 931-286-6483<br>EMAIL: CPUGH@ELSM-LLC.COM | PAGE #:<br><br>1 of 1  |





CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Thad Jablonski, Finance Director, [tjablonski@columbiatn.com](mailto:tjablonski@columbiatn.com) 931-560-1580

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**AGENDA ITEM TITLE:**

1ST CONSIDERATION OF ORDINANCE NO. 4501– AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL FUND AND ESTABLISH JUNE 13, 2024 AS THE DATE OF PUBLIC HEARING

**RECOMMENDATION:** Approve Ordinance No. 4501 on first consideration and establish June 13, 2024 as the date of public hearing.

**INFORMATION:** The proposed ordinance is the fourth amendment to the FY 2024 Appropriation Ordinance, impacting the General Fund.

Within this budget amendment, the following items are included:

- Budget \$32,308 for 2024 JAG Grant in Police,
- Budget \$698,678 in Fire for air packs.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$730,986 to \$205,124,030.

**ATTACHMENTS:** Staff Report, Ordinance No. 4501, Supporting Documentation, FY 2024 Budgeted Expenditure Summary.



AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE  
NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL FUND

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through June 30, 2024, be amended. That the total budget appropriation for the fiscal year be increased from \$204,393,044 to \$205,124,030, an increase of \$730,986.

Section 2: That the budget appropriations shall be revised as follows:  
Police total of \$12,662,368 be amended to \$12,694,676, an increase of \$32,308.

Fire total of \$9,981,900 be amended to \$10,680,578, an increase of \$698,678.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 21<sup>st</sup> day of April, 2024, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
COLUMBIA, TENNESSEE, THIS THE \_\_\_\_ DAY OF JUNE, 2024.

---

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY, CITY MANAGER

Passed on 1<sup>st</sup> Consideration: \_\_\_\_\_

Passed on 2<sup>nd</sup> Consideration: \_\_\_\_\_

**Summary of Appropriation Amendment #4**  
**1st Consideration - May 9th, 2024**

**Police**

|                       |              |
|-----------------------|--------------|
| Budget 2024 JAG Grant | \$ 32,308.00 |
|-----------------------|--------------|

|                     |                     |
|---------------------|---------------------|
| <b>Total Police</b> | <b>\$ 32,308.00</b> |
|---------------------|---------------------|

**Fire**

|                            |               |
|----------------------------|---------------|
| Budget funds for air packs | \$ 698,678.00 |
|----------------------------|---------------|

|                   |                      |
|-------------------|----------------------|
| <b>Total Fire</b> | <b>\$ 698,678.00</b> |
|-------------------|----------------------|

|                           |                      |
|---------------------------|----------------------|
| <b>TOTAL GENERAL FUND</b> | <b>\$ 730,986.00</b> |
|---------------------------|----------------------|

|                                                         |                      |
|---------------------------------------------------------|----------------------|
| <b>Total Increase - All Funds (First Consideration)</b> | <b>\$ 730,986.00</b> |
|---------------------------------------------------------|----------------------|

**CITY OF COLUMBIA**  
**FY 2024 APPROPRIATION AMENDMENT #4**  
**First Consideration 5/9/24**

**1) Budget 2024 JAG Grant**

Cost estimate provided by Army Core of Engineers

**Increase Revenues**

|           |    |           |                |
|-----------|----|-----------|----------------|
| 110-33197 | \$ | 32,308.00 | 2016 JAG Grant |
|-----------|----|-----------|----------------|

**Increase Expenditures**

|               |    |           |                                                       |
|---------------|----|-----------|-------------------------------------------------------|
| 110-42144-290 | \$ | 32,308.00 | Police Dept-2016 Byrne/JAG - Other Services & Charges |
|---------------|----|-----------|-------------------------------------------------------|

**2) Budget funds for air packs**

*Council approved 4/11/24*

**Increase Revenues**

|           |    |            |                    |
|-----------|----|------------|--------------------|
| 110-37110 | \$ | 698,678.00 | Prior Year Revenue |
|-----------|----|------------|--------------------|

**Increase Expenditures**

|               |    |            |                                            |
|---------------|----|------------|--------------------------------------------|
| 110-42220-941 | \$ | 698,678.00 | Fire - Suppression-Equipment and Machinery |
|---------------|----|------------|--------------------------------------------|



**FY 2024 Budget Summary - AA#4**

|                               |                     |                       |                    |                      |                    |                      |
|-------------------------------|---------------------|-----------------------|--------------------|----------------------|--------------------|----------------------|
| <b>5/9/2024</b>               |                     |                       |                    |                      |                    |                      |
|                               |                     | <b>SERVICES &amp;</b> |                    | <b>CAPITAL</b>       | <b>DEBT</b>        | <b>AA#4</b>          |
| <b>Departments</b>            | <b>PERSONNEL</b>    | <b>SUPPLIES</b>       | <b>TRANSFERS</b>   | <b>OUTLAY</b>        | <b>SERVICE</b>     | <b>FY 2024</b>       |
| City Council                  | \$89,937            | \$355,900             | \$0                | \$0                  | \$0                | \$445,837            |
| Legal Services                | \$61,460            | \$217,100             | \$0                | \$0                  | \$0                | \$278,560            |
| Management Info Systems       | \$349,433           | \$283,629             | \$0                | \$495,729            | \$0                | \$1,128,791          |
| City Manager                  | \$472,107           | \$301,888             | \$0                | \$0                  | \$0                | \$773,995            |
| Finance & City Recorder       | \$1,079,515         | \$60,398              | \$0                | \$0                  | \$0                | \$1,139,913          |
| Human Resources               | \$253,588           | \$30,365              | \$0                | \$0                  | \$0                | \$283,953            |
| General City Admin            | \$2,195,546         | \$7,606,197           | \$4,887,279        | \$2,110,830          | \$0                | \$16,799,852         |
| Police                        | \$9,869,324         | \$1,988,058           | \$0                | \$837,294            | \$0                | \$12,694,676         |
| Fire                          | \$8,267,603         | \$889,737             | \$0                | \$1,523,238          | \$0                | \$10,680,578         |
| Streets & Maintenance         | \$3,128,560         | \$684,955             | \$0                | \$2,087,895          | \$0                | \$5,901,410          |
| Development Services          | \$1,963,944         | \$439,520             | \$0                | \$30,000             | \$0                | \$2,433,464          |
| Parks & Recreation            | <u>\$2,249,673</u>  | <u>\$662,039</u>      | <u>\$0</u>         | <u>\$1,125,548</u>   | <u>\$0</u>         | <u>\$4,037,260</u>   |
| <b>Total General Fund</b>     | <b>\$29,980,689</b> | <b>\$13,519,786</b>   | <b>\$4,887,279</b> | <b>\$8,210,534</b>   | <b>\$0</b>         | <b>\$56,598,289</b>  |
| State Street Aid Fund         | \$0                 | \$1,826,823           | \$75,000           | \$269,362            | \$0                | \$2,171,185          |
| N&V Chief's Fund              | \$0                 | \$90,000              | \$0                | \$0                  | \$0                | \$90,000             |
| Street & Transportation Fund  | \$0                 | \$75,100              | \$0                | \$0                  | \$0                | \$75,100             |
| Drug Fund                     | \$0                 | \$61,053              | \$40,000           | \$70,000             | \$0                | \$171,053            |
| Solid Waste (Sanitation) Fund | \$1,807,767         | \$2,245,178           | \$75,993           | \$760,094            | \$0                | \$4,889,032          |
| Debt Service Fund             | \$0                 | \$0                   | \$0                | \$0                  | \$1,614,410        | \$1,614,410          |
| Capital Projects Fund         | \$0                 | \$0                   | \$0                | \$16,601,538         | \$0                | \$16,601,538         |
| Wastewater (Sewer) Fund       | <u>\$3,778,059</u>  | <u>\$5,303,476</u>    | <u>\$0</u>         | <u>\$109,924,954</u> | <u>\$3,906,934</u> | <u>\$122,913,423</u> |
| <b>Grand Total</b>            | <b>\$35,566,516</b> | <b>\$23,121,417</b>   | <b>\$5,078,272</b> | <b>\$135,836,482</b> | <b>\$5,521,344</b> | <b>\$205,124,030</b> |



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Kim Dale, Asst. City Recorder, [kdale@columbiatn.com](mailto:kdale@columbiatn.com), 931-560-1579

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**AGENDA ITEM TITLE:**

**1ST CONSIDERATION OF ORDINANCE NO. 4502 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2024 ON ALL TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00 AND ESTABLISH THE DATE OF JUNE 13, 2024 AS THE DATE OF PUBLIC HEARING – CITY RECORDER’S OFFICE.**

**RECOMMENDATION:** Approve Ordinance No. 4502 on first consideration and establish the date of June 13, 2024 as the date of Public Hearing.

**INFORMATION:** Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of \$0.8251 per \$100.00 of assessed value for the 2024 City taxes.

**CERTIFICATION:**

**ATTACHMENTS:** Ordinance No. 4502.



**AN ORDINANCE FIXING THE TAX RATE FOR THE  
CITY OF COLUMBIA FOR THE YEAR 2024 ON ALL  
TAXABLE PROPERTY AT THE RATE OF \$0.8251 PER \$100.00**

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

**Section 1:** That there is hereby levied on all taxable property, real, personal and mixed, the sum of \$0.8251 on each \$100.00 of such taxable property for the year 2024 for the following purposes:

General Corporation Purposes                      \$0.8251

**Section 2:** That this Ordinance is enacted pursuant to Article 9, Section 9.07 (2) of the Charter of the City of Columbia, consistent and in conformity with which it shall be administered, executed and construed.

**Section 3:** That such taxes shall become delinquent on the fifteenth (15<sup>th</sup>) day of December, 2024, and immediately upon the delinquency of such taxes, shall bear interest at the rate of one-half percent (1/2%) from December 16, 2024 through December 31, 2024 and thereafter at the rate of six percent (6%) per annum, and in addition, a penalty of one-half of one percent shall apply for each month thereafter, beginning with the first day of February, 2025.

**Section 4:** This Ordinance is passed after a public hearing held on the 13th day of June 2024, with notice of said hearing being given in the Daily Herald of Columbia, Tennessee.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
COLUMBIA, TENNESSEE, this the \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI – CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER – CITY ATTORNEY

APPROVED ON FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed 1<sup>st</sup> Consideration \_\_\_\_\_

Passed 2<sup>nd</sup> Consideration \_\_\_\_\_



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Wanda McClain, HR Director, [wmcclain@columbiatn.com](mailto:wmcclain@columbiatn.com) 931-560-1570

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**AGENDA ITEM TITLE:**

1<sup>ST</sup> CONSIDERATION OF ORDINANCE NO. 4504- AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2024-2025 FISCAL YEAR

**RECOMMENDATION:** Approve Ordinance No. 4504.

**INFORMATION:** Each year the Classification and Compensation Plan for the employees is reviewed and updated if necessary. This year's plan adjusts the salary ranges by 5%. Positions that are being added include a GIS Analyst in Development Services, an Engineer I & Engineer II in Wastewater, a System Administrator in MIS and a Staff Accountant in Finance/City Recorder's Office. Other changes to the plan include converting the part-time Administrative Assistant in the City Manager's Office to a full-time Administrative Assistant, converting the Assistant City Planner to a Principal Planner in Development Services, converting Deputy Chief Emergency Management to Assistant Chief Emergency Management in Fire & Rescue, converting the Administrative Assistant in Parks and Recreation to a Marketing and Communications Manager, converting the HR Benefit Specialist to a Benefits Administrator in Finance/City Recorder's Office.

**ATTACHMENTS:** Staff Report, Ordinance No. 4504, Exhibit A.





**AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION  
PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2024-2025  
FISCAL YEAR**

WHEREAS, pursuant to Article 4, and Article 9, of the City Charter, the City of Columbia shall, among other things, establish, alter, or abolish city departments, offices, or agencies and set all salaries in all departments by Ordinance; and

WHEREAS, the city is adjusting the established salary ranges by a 5 percent increase to provide full and part-time regular employees with a 5 percent pay increase; and

WHEREAS, the city is adding the position of Staff Accountant to the Finance/City Recorder's Office, Grade I; and

WHEREAS, the city is adding the position of System Administrator to MIS, Grade K; and

WHEREAS, the city is adding the position of GIS Analyst to Development Services, Grade K; and

WHEREAS, the city is adding the position of Engineer I to Wastewater, Grade J; and

WHEREAS, the city is adding the position of Engineer II, to Wastewater, Grade L; and

WHEREAS, the city is converting a City Manager's Office part-time Administrative Assistant, Grade E, to a full-time Administrative Assistant, Grade E; and

WHEREAS, the city is converting a Development Services' Assistant City Planner, Grade K, to a Principal Planner, Grade K; and

WHEREAS, the city is converting a Fire & Rescue's Deputy Chief Emergency Management, Grade M, to an Assistant Fire Chief Emergency Management, Grade M; and

WHEREAS, the city is converting the position of Parks and Recreation Administrative Assistant, Grade E, to Marketing and Communications Manager, Grade J; and

WHEREAS, the city is converting the position of Human Resource Benefit Specialist, Grade H, to Benefits Administrator, Finance/City Recorder's Office, Grade J.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

**Section 1:** The classification and compensation plan for the employees of the City of Columbia for the fiscal year of 2024-2025 which is attached hereto as Exhibit A and incorporated herein by reference is approved.

**Section 2:** This ordinance shall take effect on July 1, 2024 and any pay adjustments will be implemented in the pay period in which July 1 occurs.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA,  
TENNESSEE, THIS THE \_\_\_\_\_ OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY, CITY MANAGER

Passed 1<sup>st</sup> Consideration \_\_\_\_\_

Passed 2<sup>nd</sup> Consideration \_\_\_\_\_



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:**

1ST CONSIDERATION ON ORDINANCE NO. 4505 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP G PARCEL 29, LOCATED AT 1209 GALLOWAY STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2

**RECOMMENDATION:** Approve Ordinance No. 4505 on first consideration.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Ordinance No. 4505; Exhibit A; Exhibit B; Staff Report; Concept Plan; Ordinance Staff Report.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 100E GROUP G PARCEL 29, LOCATED AT 1209 GALLOWAY STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 100E Group G Parcel 29, located at 1209 Galloway Street, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of April, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of June, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

BK/PG: R2640/323-324

20009711

**This Instrument Prepared By:**

Frank K. Dale, Esq.  
Lawwell, Dale, Graham & Hutto  
805 South Garden Street  
P.O. Box 1017  
Columbia, TN 38402-1017

|                        |                       |
|------------------------|-----------------------|
| 2 PGS:AL-WARRANTY DEED |                       |
| JANE BATCH: 230174     | 06/12/2020 - 01:22 PM |
| VALUE                  | 50000.00              |
| MORTGAGE TAX           | 0.00                  |
| TRANSFER TAX           | 185.00                |
| RECORDING FEE          | 10.00                 |
| ARCHIVE FEE            | 0.00                  |
| DP FEE                 | 2.00                  |
| REGISTER'S FEE         | 1.00                  |
| TOTAL AMOUNT           | 198.00                |

STATE OF TENNESSEE, MAURY COUNTY  
**JOHN FLEMING**  
REGISTER OF DEEDS

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between **CARLOS VALERO**, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and, **RICHARD E. WOODSON, A MARRIED MAN**, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

**WITNESSETH:**

For the consideration of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys to SECOND PARTY the following described property:

Located in the Ninth (9<sup>th</sup>) Civil District of Maury County, Tennessee and being Lot 1 (containing 0.52 acres) on the Minor Plat of Ronald and Rita Maggi as shown by map of record in Plat Book P20 at page 162 in the Maury County, Tennessee Register of Deeds Office.

Being the same property conveyed to Carlos Valero by Deed dated August 17, 2018, recorded October 22, 2018, in Book R2523, Page 1373, in the Official Records of Maury County, Tennessee.

FIRST PARTY certifies that this property is not currently used by FIRST PARTY or a spouse or dependent of FIRST PARTY as a principal place of residence.

This property is shown on the tax records of Maury County, Tennessee as Map 100E, Group G, Parcel 029.00.

Legal description obtained from prior deed.

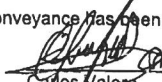
TO HAVE AND TO HOLD said real estate unto SECOND PARTY, together with all rights, titles, easements and appurtenances thereunto belonging, forever.

FIRST PARTY COVENANTS that it is lawfully seized and possessed of said real estate and that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered, except for current year's property taxes, which are prorated and will be paid by SECOND PARTY; all matters shown on plat of record in Plat Book P20, Page 162, Register's Office of Maury County, Tennessee; all matters shown on plat of record in Plat Book P16, Page 8, Register's Office of Maury County, Tennessee; and any other matters of record.



FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to the above described property unto SECOND PARTY against the lawful claims of all persons whomsoever.

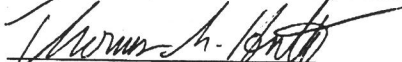
IN WITNESS WHEREOF, this conveyance has been executed on this 11th day of June, 2020.

  
Carlos Valero

STATE OF TENNESSEE  
COUNTY OF MAURY

On this 11th day of June, 2020, before me personally appeared **CARLOS VALERO**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand, at office, this 11th day of June, 2020.

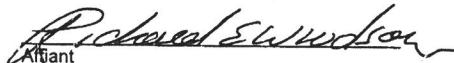
  
Notary Signature

My commission expires: 7/10/2021



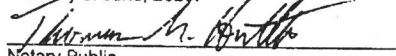
STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is **\$50,000.00**.

  
Affiant

Sworn and subscribed to before me,

11th day of June, 2020.

  
Notary Public

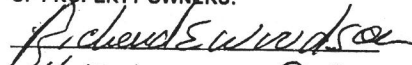
My commission expires: 7/10/2021



PERSON OR AGENCY  
RESPONSIBLE FOR TAXES:

Same  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME AND ADDRESS  
OF PROPERTY OWNERS:

  
1612 Jeremy Dr  
Columbia TN-38401

**GENERAL NOTES**

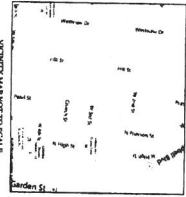
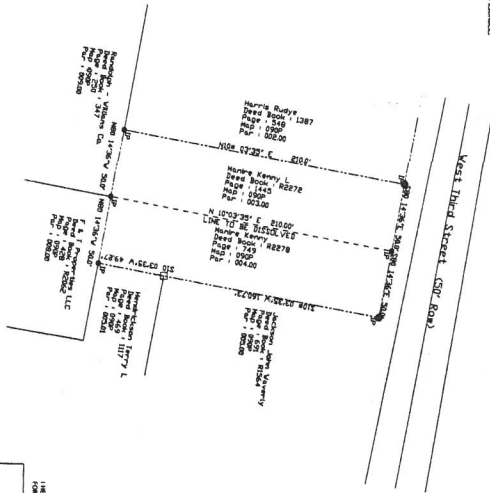
1. THIS SURVEY IS SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD AND ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD.
2. THIS SURVEY HAS BEEN MADE FROM THE BEST AVAILABLE INFORMATION AND THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD OR ANY OTHER RIGHTS OF WAY OR EASEMENTS OF RECORD.



**LEGEND**

These standard symbols will be found in the drawing.

- IRON PIN FOUND
- IRON PIN SET



09/04/2014 12:04 PM  
14009380  
PLAT BOOK : P20  
PAGE : 182  
JOHN FERNIE  
Surveyor of Tennessee, Survey Company  
Surveyed by: John F. Fernie  
Date of Survey: 09/04/2014



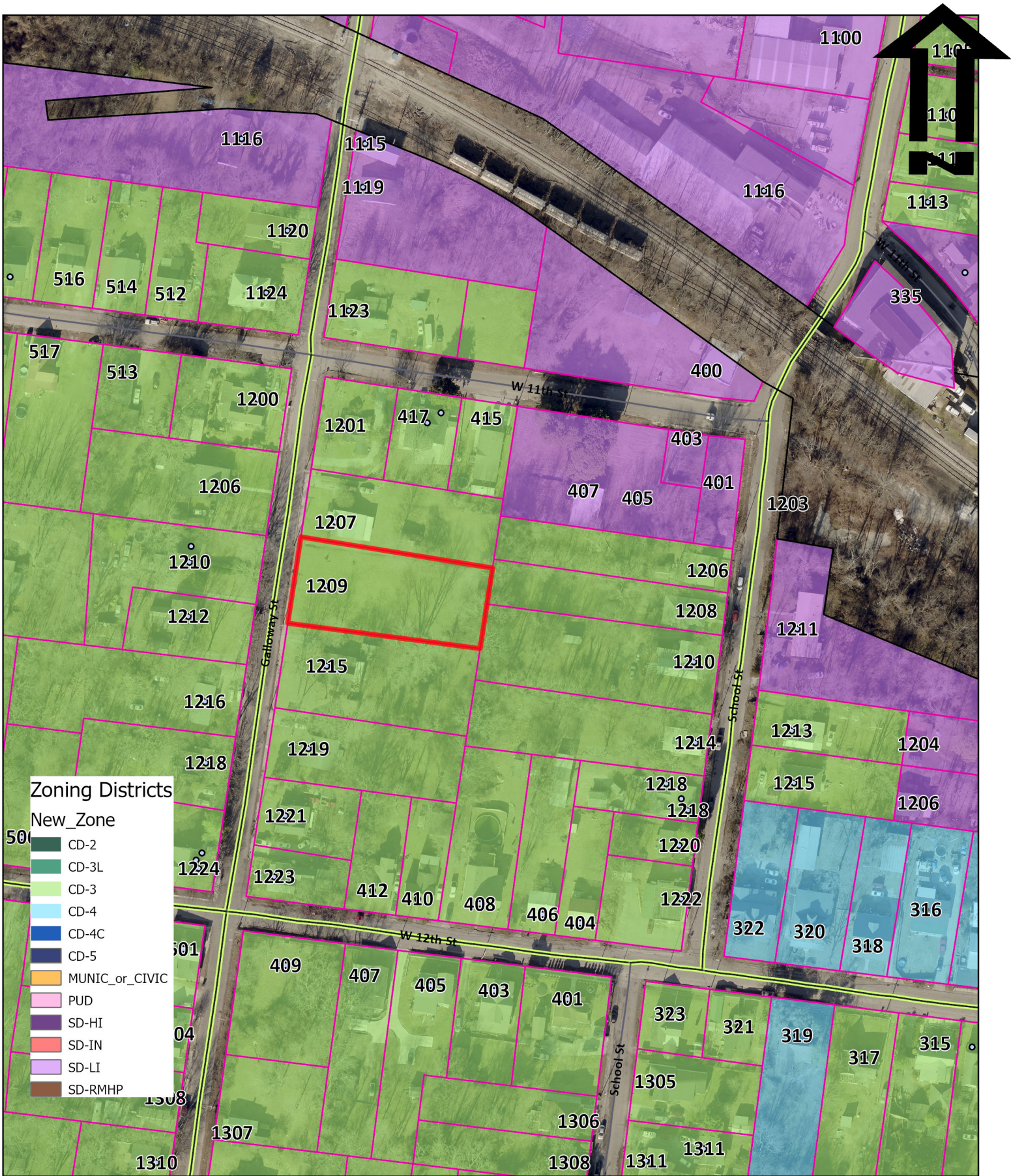
**Boyle Elmore**  
Professional Land Surveyor  
Registered in TN & AL

800 West College St, Suite 106  
Birmingham, TN 37120  
Phone: 615-400-0000  
Fax: 615-400-0000  
Email: BoyleElmore.com



**BOULDER SURVEY**  
Combination of Control Map 090P  
Parcels 003.00 & 004.00  
West Third Street, Columbia  
Adopted by the Board of Commissioners  
on 09/04/2014  
PREPARED BY: Kerry Kasper  
DATE: 09/04/2014  
SCALE: 1" = 50'  
SHEET: 1 OF 1  
DRAWN BY: JF  
PROJECT: 14009380





### Zoning Districts

#### New\_Zone

- CD-2
- CD-3L
- CD-3
- CD-4
- CD-4C
- CD-5
- MUNIC\_or\_CIVIC
- PUD
- SD-HI
- SD-IN
- SD-LI
- SD-RMHP

Ordinance No. 4505 - Exh B  
1209 Galloway Street

City of Columbia  
Development Services  
700 N. Garden Street  
Columbia, TN 38401







## 1209 Galloway Rezoning

|                |                         |               |               |
|----------------|-------------------------|---------------|---------------|
| Project #:     | 24-0096                 | Location:     | 100E G 29.0   |
| Applicant:     | Richard Woodson         | Case Type(s): | Rezoning      |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Single Family |

### PROJECT SUMMARY

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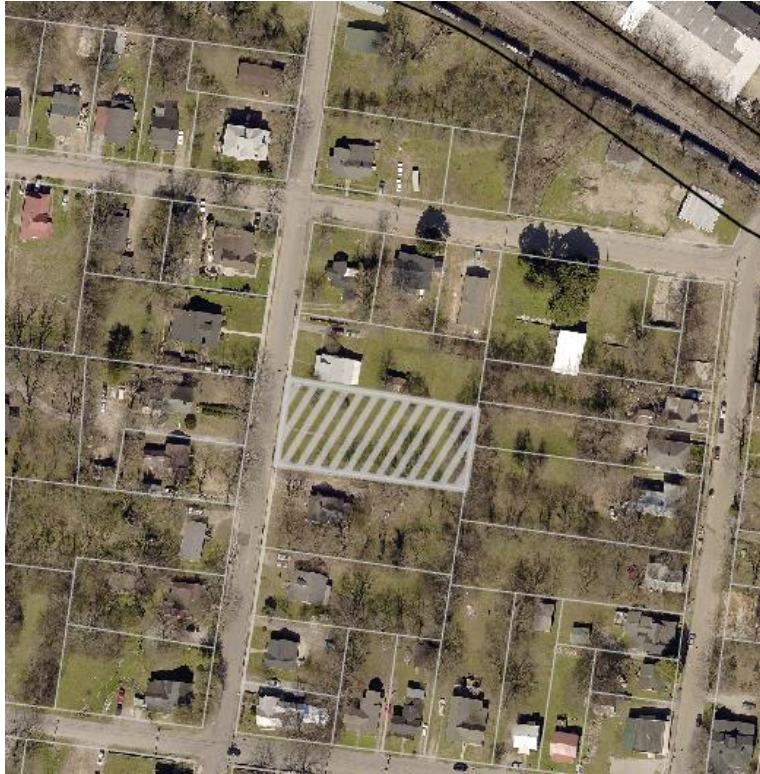
The applicant requests rezoning of a 0.52-acres lot on Galloway from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The current CD-3 zoning permits detached houses and some duplexes at four density units per acre. The requested CD-4 zoning permits a mix of uses and structure types, including townhomes, at twelve density units per acre.

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The applicant has provided a concept plan depicting division of the property into two lots.
- Subsequent development and division of the property will require additional reviews.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



## SITE INFORMATION

| CURRENT ZONING | EXISTING USE | EXISTING IMP. | LAND AREA |
|----------------|--------------|---------------|-----------|
| CD-3           | Residential  | Vacant        | +/- 0.52  |



FUTURE LAND USE MAP



ZONING MAP





| SITE CONTEXT/ADJACENT PROPERTIES |                           |        |               |
|----------------------------------|---------------------------|--------|---------------|
|                                  | Future Land Use           | Zoning | Current Use   |
| Subject Property                 | City Center Urban Village | CD-3   | Single Family |
| North                            | City Center Urban Village | CD-3   | Single Family |
| South                            | City Center Urban Village | CD-3   | Single Family |
| East                             | City Center Urban Village | CD-3   | Single Family |
| West                             | City Center Urban Village | CD-3   | Single Family |

## CONSISTENCY WITH CONNECT COLUMBIA

**City Center Urban Village:** The requested rezoning is consistent with the future land use map. The future land use of the subject site is City Center Urban Village (CCUV). The CCUV future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.

### Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



### Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

### Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

### Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)  
 General Urban CD-4  
 Urban Center CD-5  
 General Urban-Corridor CD-4C (only along Arterial roadways)  
 Urban Center - Corridor CD-5C (only along Arterial roadways)\*  
 Mixed Use PUD PUD-MU  
 Civic CV

### Implementing Standards

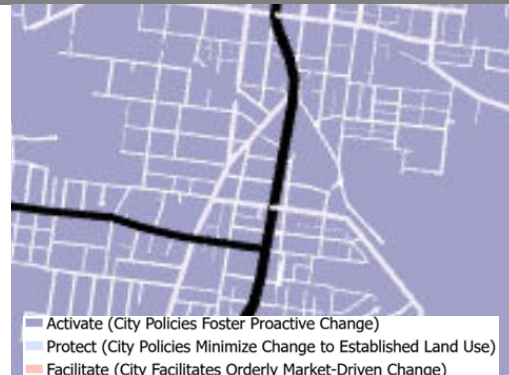
General Development Pattern: Mixed Uses & Isolated Uses  
 Density (density units per acre): ≥ 12 du/ac  
 Building Height: 1-5 stories  
 Open Space Elements: Civic Spaces, Parks & Greenways





#### AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



### CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. "Sketch Development Plan"). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

#### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to subdivide the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-D.**
  - The plan depicts the division of the property into two conforming 50-foot wide lots.
- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**
  - If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.
    - Lots – Planning & Zoning will ensure that lots conform to the dimensional standards of the Ordinance at the time of subdivision.
    - Buildings – Staff will evaluate any proposed structures for zoning compliance as part of the building permit review.

## REVIEW PROCESS

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The Development Review Committee evaluated the proposed rezoning at its March 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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The DRC reviewed this proposal at its March 2024 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at **§ 8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Due to the small scale of the request, the applicant could not obtain a standard water availability letter. Planning directed the applicant to obtain written confirmation from the Office of Fire Marshal and CPWS's consultant that sufficient water is available to serve the property for domestic use and fire protection. The applicant provided this information at resubmittal.
- Planning directed the applicant to obtain a Will-Serve Letter from the Columbia Wastewater Department. The applicant provided this information at resubmittal.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested CD-4 zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-4 (General Urban) character district implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourages beneficial changes to the land use pattern in the area.

**The CD-4 design standards are more prescriptive than the current CD-3 standards.** The Zoning Ordinance contains highly prescriptive design standards which provide an improved built environment over time. Single family homes in exclusively residential zoning districts are exempt from most of these standards. However, design standards apply to all structure types in mixed-use zones, beginning with CD-4. The subject property is in an area with a mix of zoning designations, including CD-3 and Light Industrial. Standards vary between these districts. The owner and any subsequent purchaser should be on notice that new structures on the property will be subject to CD-4 design standards.

**Any division of the property must conform to the standards of the Ordinance and Subdivision Regulations.** Rezoning amends the regulatory map and determines which section of the Ordinance applies to the site. Zoning map amendments do not approve any specific plan of development. The applicant provided a concept plan for the rezoning which indicates the parcel is of sufficient size to create more than one conforming CD-4 lot. Subdivision of the property will require a plat prepared by a registered land surveyor. If the applicant succeeds in rezoning the

property, additional applications prepared with the aid of qualified professionals will be necessary to accomplish the goal of subdividing the property.

## **SAMPLE MOTIONS**

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### **Approve:**

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

### **Deny:**

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

### **Defer:**

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:**

1ST CONSIDERATION ON ORDINANCE NO. 4506 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99A GROUP G PARCEL 32, LOCATED AT 815 WOODSIDE STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 3

**RECOMMENDATION:** Approve Ordinance No. 4506 on first consideration.

**INFORMATION:** The owner is requesting to rezone the aforementioned property to CD-4 (General Urban Character District). The CD-4 district allows for minimum lot width of 50'. The concept is proposing two lots for residential development but reflects a through lot. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Ordinance No. 4506; Exhibit A; Exhibit B; Staff Report; Concept Plan; Ordinance Staff Report.





**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 99A GROUP G PARCEL 32, LOCATED AT 815 WOODSIDE STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District).

Section 2: Said property to be rezoned, being Tax Map 99A Group G Parcel 32, located at 815 Woodside Street, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of April, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of June, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

Mail  
AFTER RECORDING RETURN TO:  
BAY NATIONAL TITLE CO.  
13577 FEATHER SOUND DRIVE, STE. 250  
CLEARWATER, FL 33762  
File No. CITI-35316

This document prepared by:  
JOHN O. WINDSOR, ESQ.  
1775 LELIA DRIVE SUITE E (2ND FLOOR)  
JACKSON, MS 39216  
866-333-3081

Tax ID No.: 099A-G-032.00-000

BK/PG:R2348/948-951

15015219

|                            |          |
|----------------------------|----------|
| 4 PGS : AL - WARRANTY DEED |          |
| JAME BATCH: 167063         |          |
| 12/01/2015 - 03:17 PM      |          |
| VALUE                      | 15000.00 |
| MORTGAGE TAX               | 0.00     |
| TRANSFER TAX               | 55.50    |
| RECORDING FEE              | 20.00    |
| DP FEE                     | 2.00     |
| REGISTER'S FEE             | 1.00     |
| TOTAL AMOUNT               | 78.50    |

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING  
REGISTER OF DEEDS

SPECIAL WARRANTY DEED

THIS DEED made and entered into on this 28<sup>th</sup> day of September, 2015, by and between CITIFINANCIAL SERVICING, LLC, a mailing address of 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368 hereinafter referred to as Grantor(s) and **RICHARD E. WOODSON AND ANITA V. WOODSON, HUSBAND AND WIFE**, a mailing address of 1612 JEREMY DRIVE, COLUMBIA, TN 38401, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor, for and in consideration of the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in MAURY County, TENNESSEE:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND LIMITATIONS OF RECORD, IF ANY.

Being the same property conveyed to the Grantor(s) in a prior Deed recorded under DOCUMENT NO. 15005858, recorded on 05/21/2015 in MAURY County, TENNESSEE.

Book \* R2348 pg 1339

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in fee simple.

Grantor hereby warrants to the Grantee(s) that title to the subject real property described herein is the same quality which was received by the Grantor. Grantor's warranty is limited solely to matters arising from the acts or omissions of the Grantor occurring solely during the period of the Grantor's ownership of the subject real property. This limited warranty is binding upon the Grantor, its successors and assigns.

Tax ID No.: 099A-G-032.00-000

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on this 21<sup>st</sup> day of August, 2015.

CITIFINANCIAL SERVICING, LLC

By Olympus Asset Management as Attorney in Fact

BY: Kendra Stratten  
PRINT NAME: Kendra Stratten  
TITLE: Closing Analyst

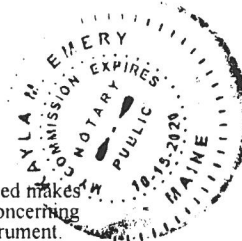
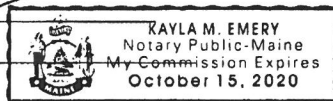
STATE OF Maine  
COUNTY OF Cumberland



Before me, Kayla Emery, a Notary Public, of the state and county mentioned, personally appeared Kendra Stratten, Closing Analyst with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of Olympus Asset Management as Attorney in Fact for CITIFINANCIAL SERVICING, LLC, the within named bargainer and that such president or officer executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Scarborough, ME, this 21<sup>st</sup> day of August, 2015.

Kayla Emery  
Notary Public  
My Commission expires: \_\_\_\_\_



No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and/or their agents; no boundary survey was made at the time of this conveyance.

VALUATION AFFIDAVIT

I, hereby swear or affirm that to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is \$15,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary audit.

Richard E. Woodson  
RICHARD E. WOODSON

STATE OF Tennessee  
COUNTY OF Maury

Sworn to before me this 28 day of September, 2015.

Sharon Roberson  
Notary Public  
My Commission Expires: 06-18-2019



Name and address for person(s) responsible for taxes:

**RICHARD E. WOODSON AND ANITA V. WOODSON**  
1612 JEREMY DRIVE  
COLUMBIA, TN 38401

Name and address of property owner:

**RICHARD E. WOODSON AND ANITA V. WOODSON**  
1612 JEREMY DRIVE  
COLUMBIA, TN 38401

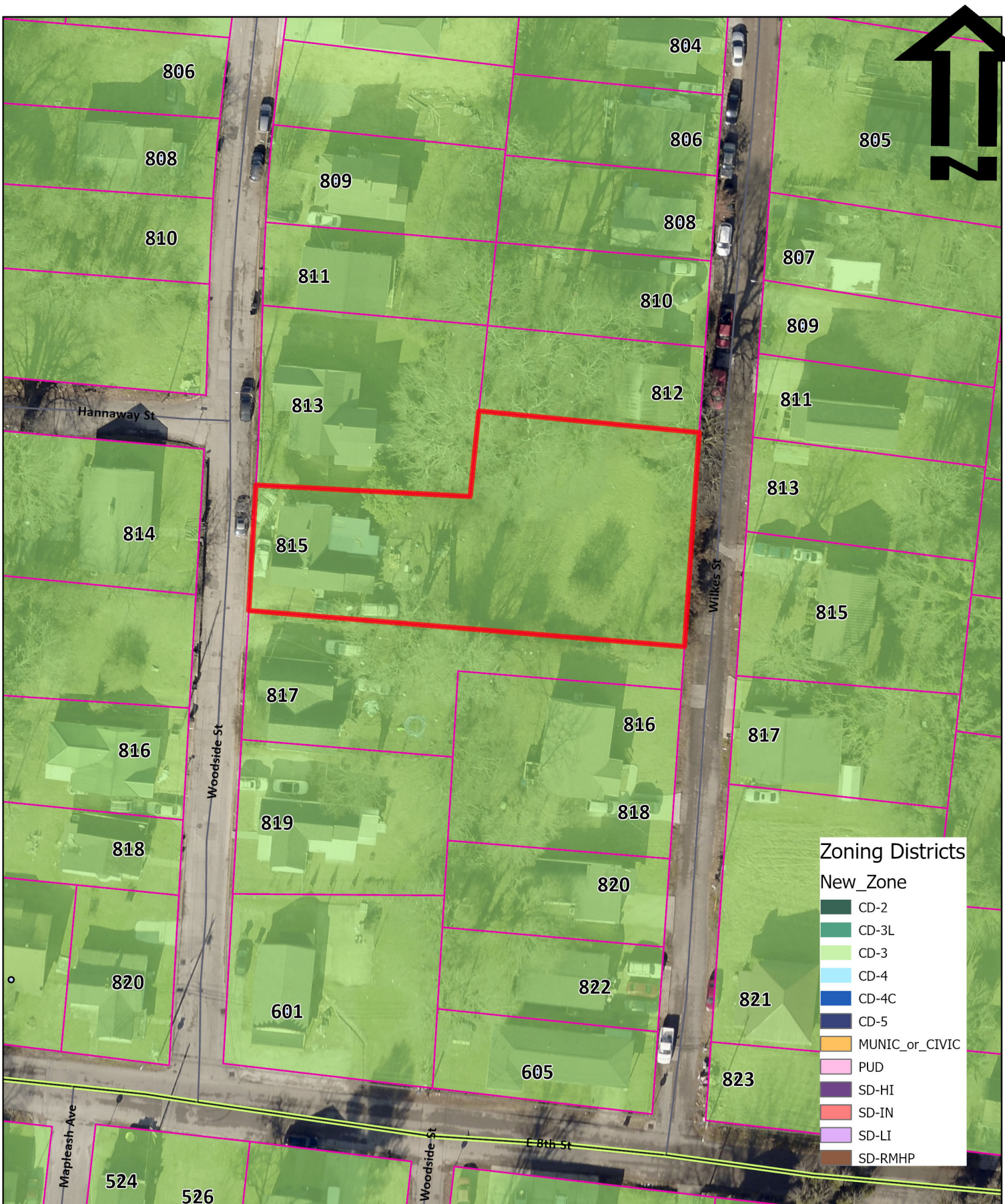
EXHIBIT A  
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN THE COUNTY OF MAURY,  
STATE OF TENNESSEE; HOUSE AND LOT SITUATED IN THE 9TH CIVIL DISTRICT OF  
MAURY COUNTY, TENNESSEE, THE 3RD WARD OF THE CITY OF COLUMBIA BOUNDED ON  
THE NORTH BY MCMEEN AND ALINE STREET, ON THE EAST BY WILKES STREET; IN THE  
SOUTH BY D.E. GREEN, AND ON THE EAST BY BEASLEY AND WOODSIDE STREET.

TAX ID NUMBER: 099A-G-032.00-000

PROPERTY COMMONLY KNOWN AS: 815 WOODSIDE STREET, COLUMBIA, TN 38401





Ord.No. 4506-Exh.B  
815 Woodside Street

City of Columbia  
Development Services  
700 N. Garden Street  
Columbia, TN 38401

CITY OF COLUMBIA







## 815 Woodside Rezoning

|                |                         |               |               |
|----------------|-------------------------|---------------|---------------|
| Project #:     | 24-0095                 | Location:     | Map 99A G 32  |
| Applicant:     | Richard Woodson         | Case Type(s): | Rezoning      |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Single Family |

### PROJECT SUMMARY

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The applicant requests rezoning of a 0.39-acres lot on Woodside Street from CD-3 (Neighborhood Character District) to CD-4 (General Urban Character District). The current CD-3 zoning permits detached houses and some duplexes at four density units per acre. The requested CD-4 zoning permits a mix of uses and structure types, including townhomes, at twelve density units per acre.

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The applicant has provided a concept plan depicting division of the property into two lots.
- Subsequent development and division of the property will require additional reviews.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



## SITE INFORMATION

| CURRENT ZONING | EXISTING USE | EXISTING IMP. | LAND AREA |
|----------------|--------------|---------------|-----------|
| CD-3           | Residential  | House         | +/- 0.39  |



FUTURE LAND USE MAP



ZONING MAP



| SITE CONTEXT/ADJACENT PROPERTIES |                           |        |               |
|----------------------------------|---------------------------|--------|---------------|
|                                  | Future Land Use           | Zoning | Current Use   |
| Subject Property                 | City Center Urban Village | CD-3   | Single Family |
| North                            | City Center Urban Village | CD-3   | Single Family |
| South                            | City Center Urban Village | CD-3   | Single Family |
| East                             | City Center Urban Village | CD-3   | Single Family |
| West                             | City Center Urban Village | CD-3   | Single Family |

## CONSISTENCY WITH CONNECT COLUMBIA

**City Center Urban Village:** The requested rezoning is consistent with the future land use map. The future land use of the subject site is City Center & Urban Village (CCUV). The CCUV future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.



#### Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



#### Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

#### Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms though the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

#### Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)  
 General Urban CD-4  
 Urban Center CD-5  
 General Urban-Corridor CD-4C (only along Arterial roadways)  
 Urban Center - Corridor CD-5C (only along Arterial roadways)\*  
 Mixed Use PUD PUD-MU  
 Civic CV

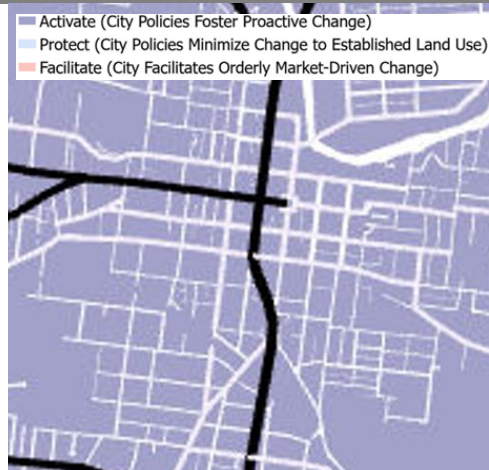
#### Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses  
 Density (density units per acre):  $\geq 12$  du/ac  
 Building Height: 1-5 stories  
 Open Space Elements: Civic Spaces, Parks & Greenways



## AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



## CONFORMITY WITH ZONING ORDINANCE

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As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to subdivide the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-D.**
  - The plan depicts the division of the property, which spans the block between Wilkes Street and Woodside Street into two lots.
    - The existing home, enfronting Woodside Street, is depicted on Lot B.
    - The remainder of the property is depicted on Lot A.
  - One of the lots shown in the concept does not conform to the standards of the Zoning Ordinance. Specifically, Lot B would create a “through lot” which is prohibited by § 4.3.3.D of the Zoning Ordinance (p. 190).
  - There are at least two possible alternatives which would create conforming CD-4 lots.
    - Presuming the property measurements shown in the concept are correct, there is sufficient frontage to create two lots enfronting Wilkes Street. This would produce three total lots, each with a front, a back, and two sides.
    - Alternatively, the existing lot could be divided with a line parallel to the streets, creating a total of two lots each with a front, a back, and two sides. In this scenario, the lot enfronting Wilkes Street would be ± 102.01-feet wide while the lot enfronting Woodside Street would be ± 59.71-feet wide.
  - Regardless of which option the property owner chooses, the concept plan does indicate that it is possible to divide the property into conforming CD-4 lots.



- **The current request establishes the applicable standards for future reviews. The concept plan is not a plan of development and approval of the rezoning request does not establish a vested right.**
  - If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.
    - Lots – Planning & Zoning will ensure that lots conform to the dimensional standards of the Ordinance at the time of subdivision.
    - Buildings – Staff will evaluate any proposed structures for zoning compliance as part of the building permit review.

## REVIEW PROCESS

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The Development Review Committee evaluated the proposed rezoning at its March 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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The DRC reviewed this proposal at its March 2024 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at § **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment.
- Due to the small scale of the request, the applicant could not obtain a standard water availability letter. Planning directed the applicant to obtain written confirmation from the Office of Fire Marshal and CPWS's consultant that sufficient water is available to serve the property for domestic use and fire protection. The applicant provided this information at resubmittal.
- Planning directed the applicant to obtain a Will-Serve Letter from the Columbia Wastewater Department. The applicant provided this information at resubmittal.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested CD-4 zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-4 (General Urban) character district implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourages beneficial changes to the land use pattern in the area.

**The CD-4 design standards are more prescriptive than the current CD-3 standards.** The Zoning Ordinance contains highly prescriptive design standards which provide an improved built environment over time. Single family homes in exclusively residential zoning districts are exempt from most of these standards. However, design standards apply to all structure types in mixed-use zones, beginning with CD-4. As the first property on the block to rezone into consistency with the future land use map, the property owner, or any subsequent purchaser, should be on notice that new structures on the property will be subject to more onerous standards.

**Any division of the property must conform to the standards of the Ordinance and Subdivision Regulations.** Rezoning amends the regulatory map and determines which section of the Ordinance applies to the site. Zoning map amendments do not approve any specific plan of development. The applicant provided a concept plan for the rezoning which indicates the parcel is of sufficient size to create more than one conforming CD-4 lot. Subdivision of the property will require a plat prepared by a registered land surveyor. If the applicant succeeds in rezoning the property, additional applications prepared with the aid of qualified professionals will be necessary to accomplish the goal of subdividing the property.

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## SAMPLE MOTIONS

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### **Approve:**

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

### **Deny:**

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

### **Defer:**

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Paul Keltner, AICP, Director of Development Services [paul@columbiatn.com](mailto:paul@columbiatn.com) 931.560.1560

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**AGENDA ITEM TITLE:**

1ST CONSIDERATION ON ORDINANCE NO. 4507 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 75 PARCEL 11.17, LOCATED OFF BAKER ROAD, FROM PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) AND CD-2 (RURAL CHARACTER DISTRICT) - WARD 5

**RECOMMENDATION:** Approve Ordinance No. 4507 on first consideration.

**INFORMATION:** The applicant is requesting to revoke the Planned Unit Development overlay on the aforementioned property and rezone to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District). The CD-2 zoning is consistent with the new Hillside and Natural Spaces future land use designation in the updated Connect Columbia plan that was adopted in 2024. CD-3L (Neighborhood Large Lot Character District) has the minimum lot width of 100'. The concept reflects 65 lots which is a reduction from the previously approved Colter Place PUD Master Plan which showed 144 lots. The Planning Commission reviewed the request and recommended approval at the April 10, 2024 meeting by a vote of six to zero. The required notice of Public Hearing was advertised April 23, 2024 in The Daily Herald.

**ATTACHMENTS:** Ordinance No. 4507; Exhibit A; Exhibit B; Staff Report; Concept Plan; Ordinance Staff Report.



**AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 75 PARCEL 11.17, LOCATED OFF BAKER ROAD, FROM PUD-R (PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT) TO CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) AND CD-2 (RURAL CHARACTER DISTRICT).**

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described from PUD-R (Planned Unit Development - Residential District) to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District).

Section 2: Said property to be rezoned, being Tax Map 75 Parcel 11.17, located off Baker Road, is located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from PUD-R (Planned Unit Development - Residential District) to CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District) is attached hereto, identified as Exhibit "B" and incorporated herein by reference.

Section 3: This Ordinance is passed after review of Columbia Zoning Ordinance Section 8.5.19.H.4 by the Columbia Municipal Planning Commission with a recommendation of approval on the 10th day of April, 2024, and after a public hearing held on the 9th day of May, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:



- A. The proposed rezoning is consistent with the Comprehensive plan and any applicable local area plans;
- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 13th day of June, 2024.

\_\_\_\_\_  
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

\_\_\_\_\_  
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

\_\_\_\_\_  
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1<sup>st</sup> consideration \_\_\_\_\_

Passed on 2<sup>nd</sup> consideration: \_\_\_\_\_

CD-3L PROJECT AREA LEGAL DESCRIPTION

BEGINNING at the southeast corner of Map 75 Parcel 11.17 at the Iron Pin Original (O):

THENCE FROM THE POINT OF BEGINNING OF THE CD-3L PROJECT AREA RUNNING NORTH 17 DEGREES 57 MINUTES 23 SECONDS EAST – 111.26 FEET;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 137.58 FEET;

THENCE NORTH 21 DEGREES 01 MINUTES 18 SECONDS EAST – 89.70 FEET;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 139.52 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 10 DEGREES 35 MINUTES 37 SECONDS EAST – 52.81 FEET; THENCE NORTH 4 DEGREES 00 MINUTES 03 SECONDS EAST – 151.03 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 37 SECONDS EAST – 25.20 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 36 DEGREES 29 MINUTES 31 SECONDS EAST – 31.31 FEET;

THENCE NORTH 75 DEGREES 15 MINUTES 50 SECONDS EAST – 85.93 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 64 DEGREES 12 MINUTES 19 SECONDS EAST – 59.46 FEET; THENCE NORTH 53 DEGREES 08 MINUTES 47 SECONDS EAST – 297.44 FEET;

THENCE NORTH 36 DEGREES 51 MINUTES 13 SECONDS WEST – 481.40 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 52 DEGREES 19 MINUTES 24 SECONDS WEST – 82.69 FEET; THENCE NORTH 67 DEGREES 47 MINUTES 36 SECONDS WEST – 130.98 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 230.76 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 40 DEGREES 23 MINUTES 22 SECONDS EAST – 133.57 FEET; THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 27.60 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND

HAVING A RADIUS OF 25.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 12 DEGREES 16 MINUTES 10 SECONDS EAST – 35.35 FEET;

THENCE NORTH 32 DEGREES 43 MINUTES 52 SECONDS WEST – 43.03 FEET;

THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 65.00 FEET;

THENCE NORTH 31 DEGREES 25 MINUTES 42 SECONDS WEST – 64.68 FEET; THENCE NORTH 24 DEGREES 06 MINUTES 28 SECONDS WEST – 163.86 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 153.47 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 24 DEGREES 06 MINUTES 40 SECONDS WEST – 11.99 FEET;

THENCE SOUTH 47 DEGREES 52 MINUTES 03 SECONDS WEST – 176.87 FEET;

THENCE NORTH 45 DEGREES 13 MINUTES 51 SECONDS WEST – 198.65 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 230.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS SOUTH 33 DEGREES 59 MINUTES 27 SECONDS WEST – 76.66 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 108.93 FEET;

THENCE NORTH 65 DEGREES 36 MINUTES 11 SECONDS WEST – 139.00 FEET;

THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 154.67 FEET;

THENCE SOUTH 6 DEGREES 21 MINUTES 09 SECONDS WEST – 47.68 FEET; THENCE SOUTH 6 DEGREES 21 MINUTES 09 SECONDS WEST – 431.63 FEET; THENCE SOUTH 6 DEGREES 03 MINUTES 29 SECONDS WEST – 326.63 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 22 SECONDS WEST – 191.31 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 00 SECONDS WEST – 164.99 FEET;

THENCE SOUTH 86 DEGREES 35 MINUTES 42 SECONDS EAST – 242.69 FEET;

THENCE SOUTH 4 DEGREES 31 MINUTES 45 SECONDS WEST – 108.02 FEET;

THENCE SOUTH 68 DEGREES 58 MINUTES 53 SECONDS EAST – 376.68 FEET; THENCE SOUTH 68 DEGREES 58 MINUTES 53 SECONDS EAST – 218.40 FEET;

THENCE NORTH 21 DEGREEES 01 MINUTES 07 SECONDS EAST – 13.43 FEET;

THENCE SOUTH 68 DEGREES 59 MINUTES 54 SECONDS EAST – 55.23 FEET; THENCE SOUTH 68 DEGREES 58 MINUTES 41 SECONDS EAST – 282.53 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 1,148,044.3 SQFT (26.4 AC).

## CD-2 PROJECT AREA LEGAL DESCRIPTION

BEGINNING at the southeast corner of Map 75 Parcel 11.17 at the Iron Pin Original (O);

THENCE RUNNING NORTH 17 DEGREES 57 MINUTES 23 SECONDS EAST – 111.26 FEET TO THE POINT OF BEGINNING OF THE CD-2 PROJECT AREA;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 137.58 FEET;

THENCE NORTH 21 DEGREES 01 MINUTES 18 SECONDS EAST – 89.70 FEET;

THENCE NORTH 68 DEGREES 58 MINUTES 42 SECONDS WEST – 139.52 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 10 DEGREES 35 MINUTES 37 SECONDS EAST – 52.81 FEET; THENCE NORTH 4 DEGREES 00 MINUTES 03 SECONDS EAST – 151.03 FEET; THENCE NORTH 0 DEGREES 51 MINUTES 37 SECONDS EAST – 25.20 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 36 DEGREES 29 MINUTES 31 SECONDS EAST – 31.31 FEET;

THENCE NORTH 75 DEGREES 15 MINUTES 50 SECONDS EAST – 85.93 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 64 DEGREES 12 MINUTES 19 SECONDS EAST – 59.46 FEET; THENCE NORTH 53 DEGREES 08 MINUTES 47 SECONDS EAST – 297.44 FEET;

THENCE NORTH 36 DEGREES 51 MINUTES 13 SECONDS WEST – 481.40 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 155.0 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 52 DEGREES 19 MINUTES 24 SECONDS WEST – 82.69 FEET; THENCE NORTH 67 DEGREES 47 MINUTES 36 SECONDS WEST – 130.98 FEET;

THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 230.76 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 40 DEGREES 23 MINUTES 22 SECONDS EAST – 133.57 FEET; THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 27.60 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND

HAVING A RADIUS OF 25.0 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 12 DEGREES 16 MINUTES 10 SECONDS EAST – 35.35 FEET;

THENCE NORTH 32 DEGREES 43 MINUTES 52 SECONDS WEST – 43.03 FEET;

THENCE NORTH 57 DEGREES 16 MINUTES 08 SECONDS EAST – 65.00 FEET;

THENCE NORTH 31 DEGREES 25 MINUTES 42 SECONDS WEST – 64.68 FEET; THENCE NORTH 24 DEGREES 06 MINUTES 28 SECONDS WEST – 163.86 FEET; THENCE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 153.47 FEET; FROM WHICH THE BEGINNING OF CURVE THE RADIUS POINT BEARS NORTH 24 DEGREES 06 MINUTES 40 SECONDS WEST – 11.99 FEET;

THENCE SOUTH 47 DEGREES 52 MINUTES 03 SECONDS WEST – 176.87 FEET;

THENCE NORTH 45 DEGREES 13 MINUTES 51 SECONDS WEST – 198.65 FEET;

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THENCE NORTH 65 DEGREES 36 MINUTES 11 SECONDS WEST – 139.00 FEET;

THENCE SOUTH 24 DEGREES 23 MINUTES 49 SECONDS WEST – 154.67 FEET;

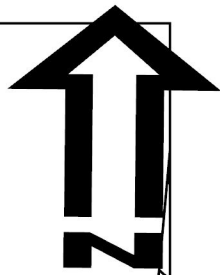
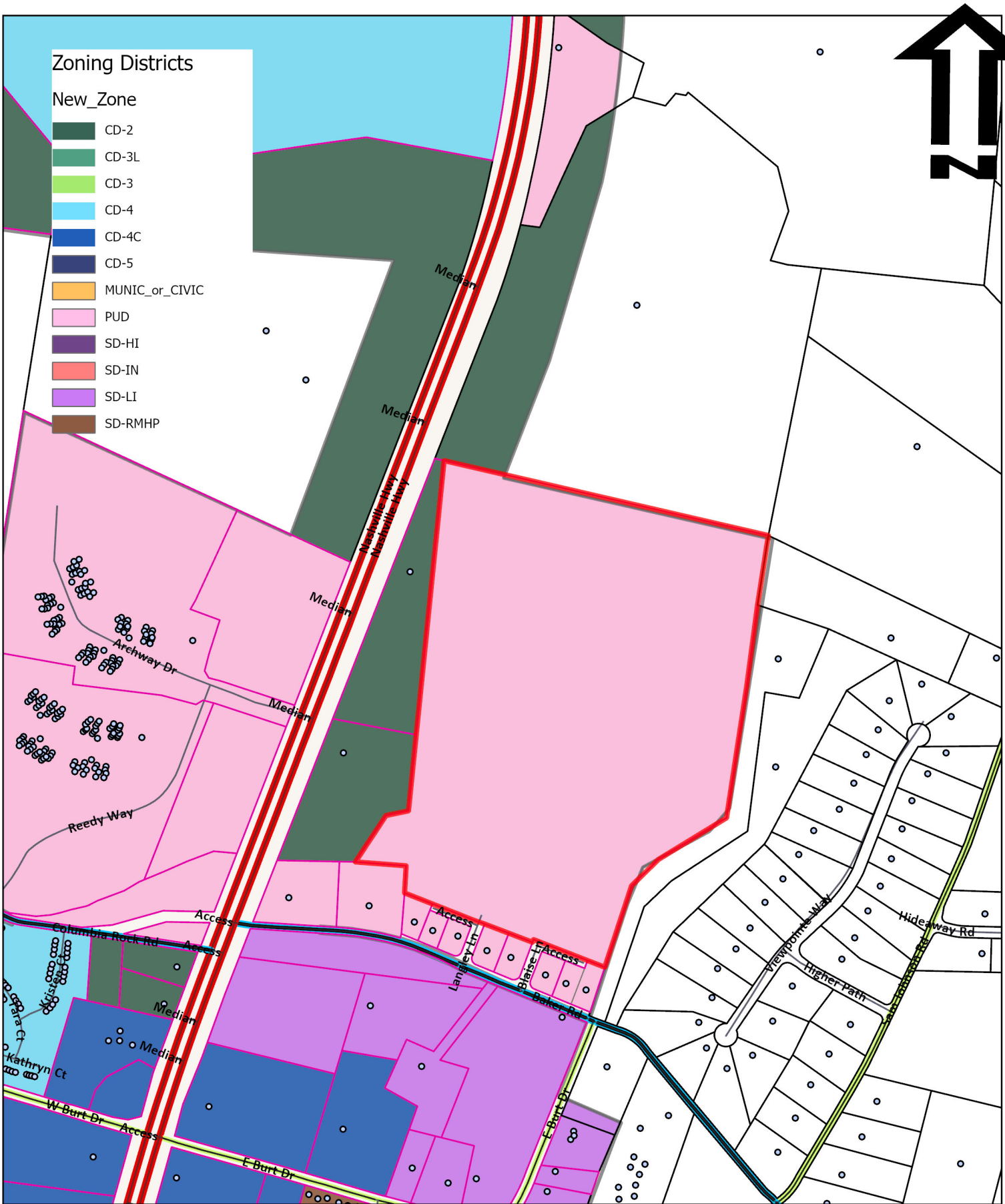
THENCE NORTH 6 DEGREES 13 MINUTES 53 SECONDS EAST – 732.08 FEET;

THENCE SOUTH 77 DEGREES 08 MINUTES 34 SECONDS EAST – 846.13 FEET; THENCE SOUTH 76 DEGREES 53 MINUTES 33 SECONDS EAST – 567.82 FEET;

THENCE SOUTH 8 DEGREES 06 MINUTES 53 SECONDS WEST – 318.29 FEET; THENCE SOUTH 9 DEGREES 59 MINUTES 35 SECONDS WEST – 238.15 FEET; THENCE SOUTH 6 DEGREES 46 MINUTES 54 SECONDS WEST – 132.93 FEET; THENCE SOUTH 6 DEGREES 54 MINUTES 55 SECONDS WEST – 525.79 FEET; THENCE SOUTH 54 DEGREES 38 MINUTES 46 SECONDS WEST – 478.78 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 46 SECONDS WEST – 92.99 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 23 SECONDS WEST – 217.09 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 1,353,935.7 SQFT (31.08 AC).





Ord. No. 4507 - Exh. B  
 Baker Road  
 Tax Map 75 Parcel 11.17

City of Columbia  
 Development Services  
 700 N. Garden Street  
 Columbia, TN 38401





**TKC**

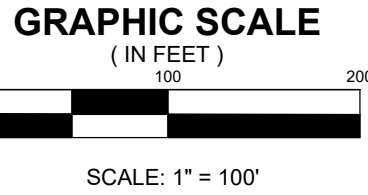
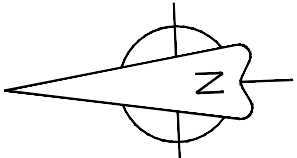
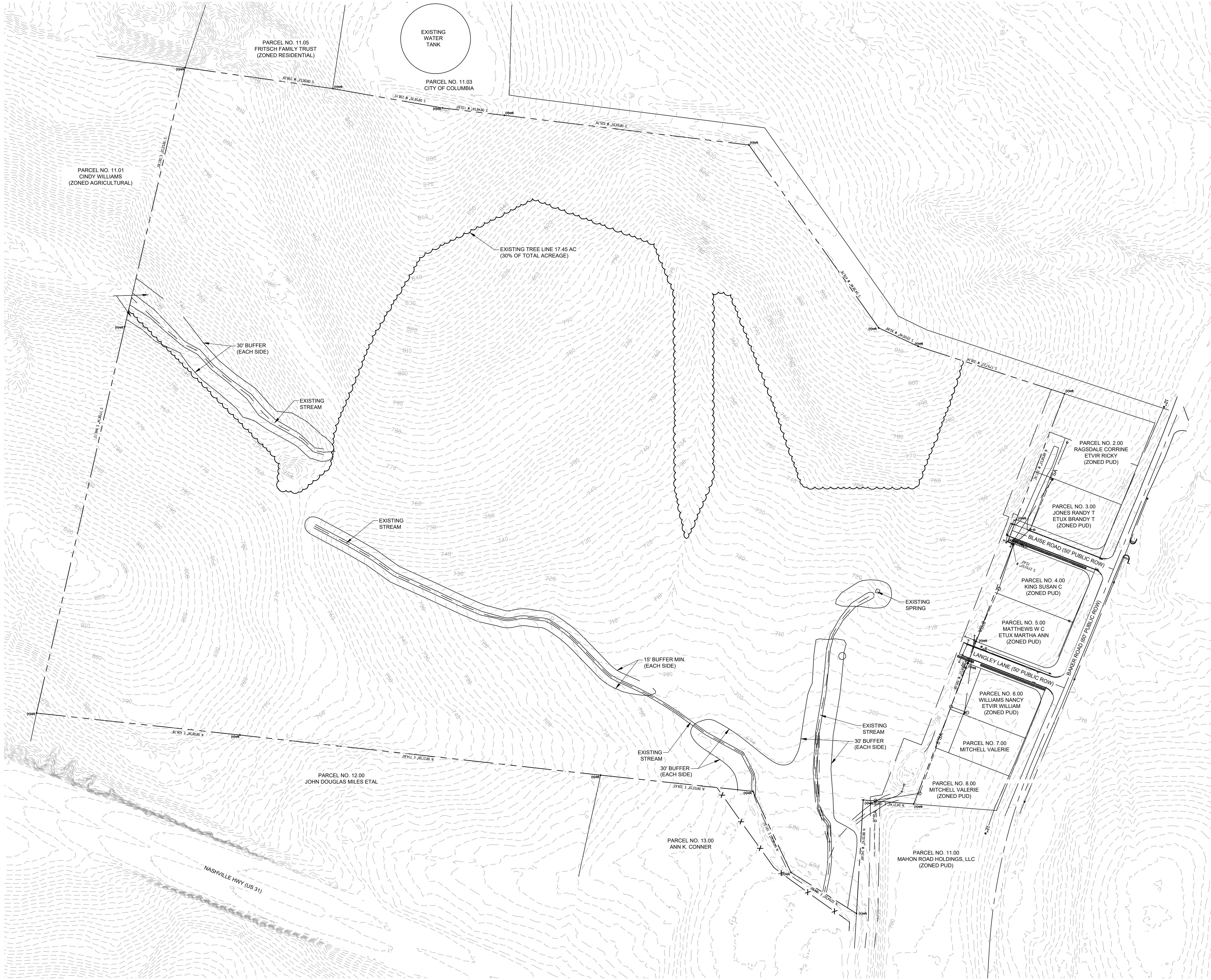
ARCHITECTURE  
INTERIORS  
CIVIL SITE

818 S. MAIN STREET, COLUMBIA, TN 38401 | 615.417.4737 | [WWW.TKC-AE.COM](http://WWW.TKC-AE.COM)

**C - 0.0**

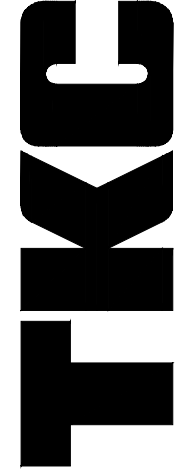
NOT FOR CONSTRUCTION





- LEGEND
- PROPERTY LINE
  - EXISTING CONTOURS

ARCHITECTURE  
INTERIORS  
CIVIL SITE



CONSULTANTS:

PROJECT TITLE:  
**BAKER ROAD  
DEVELOPMENT**

Columbia, Maury County  
Parcel 11.17, Tax Map 75

**PRELIMINARY  
DRAWINGS**

| Revision |      |             |
|----------|------|-------------|
| No.      | Date | Description |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
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SHEET TITLE:  
**EXISTING CONDITIONS**

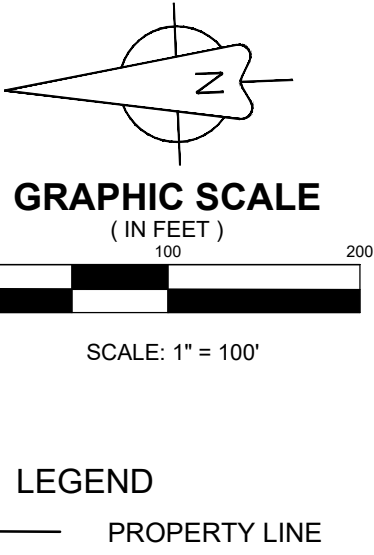
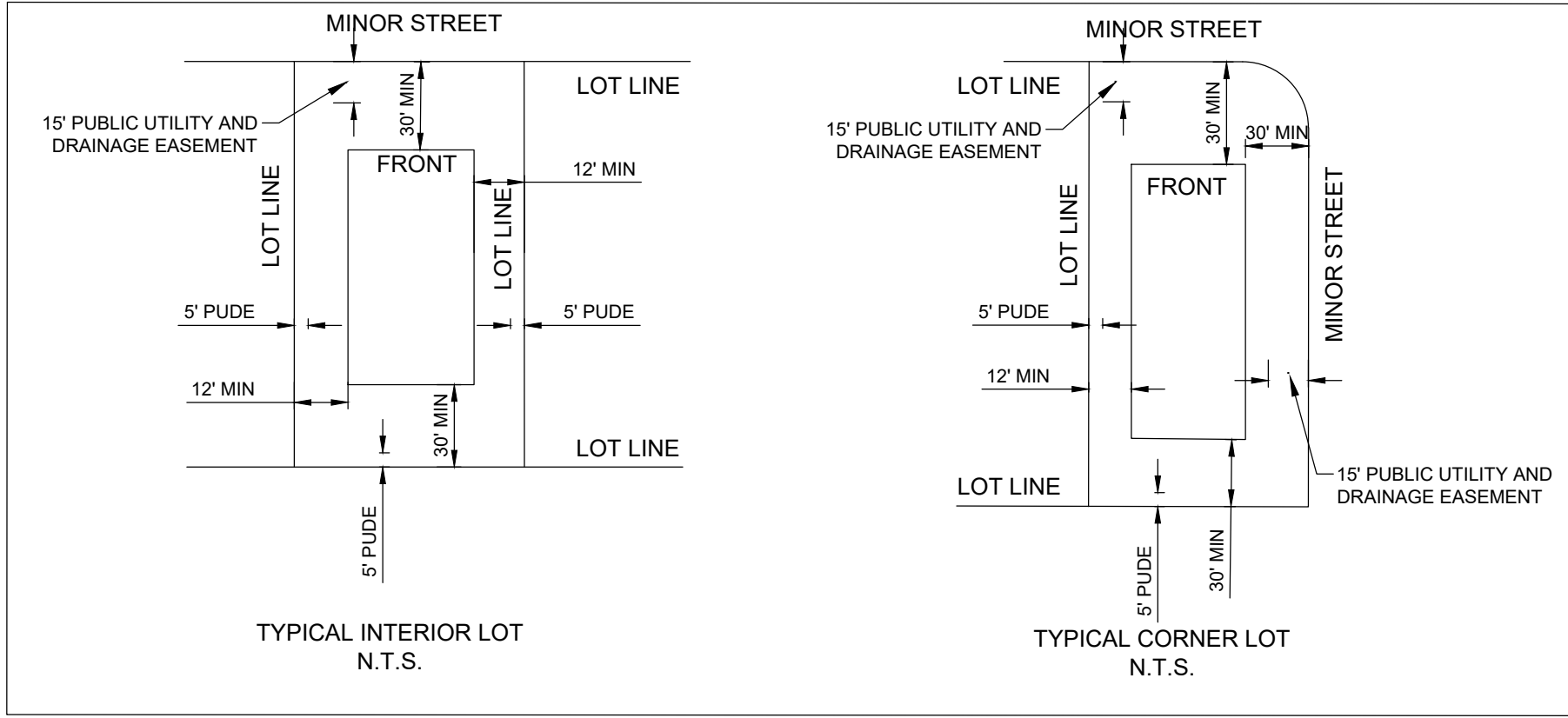
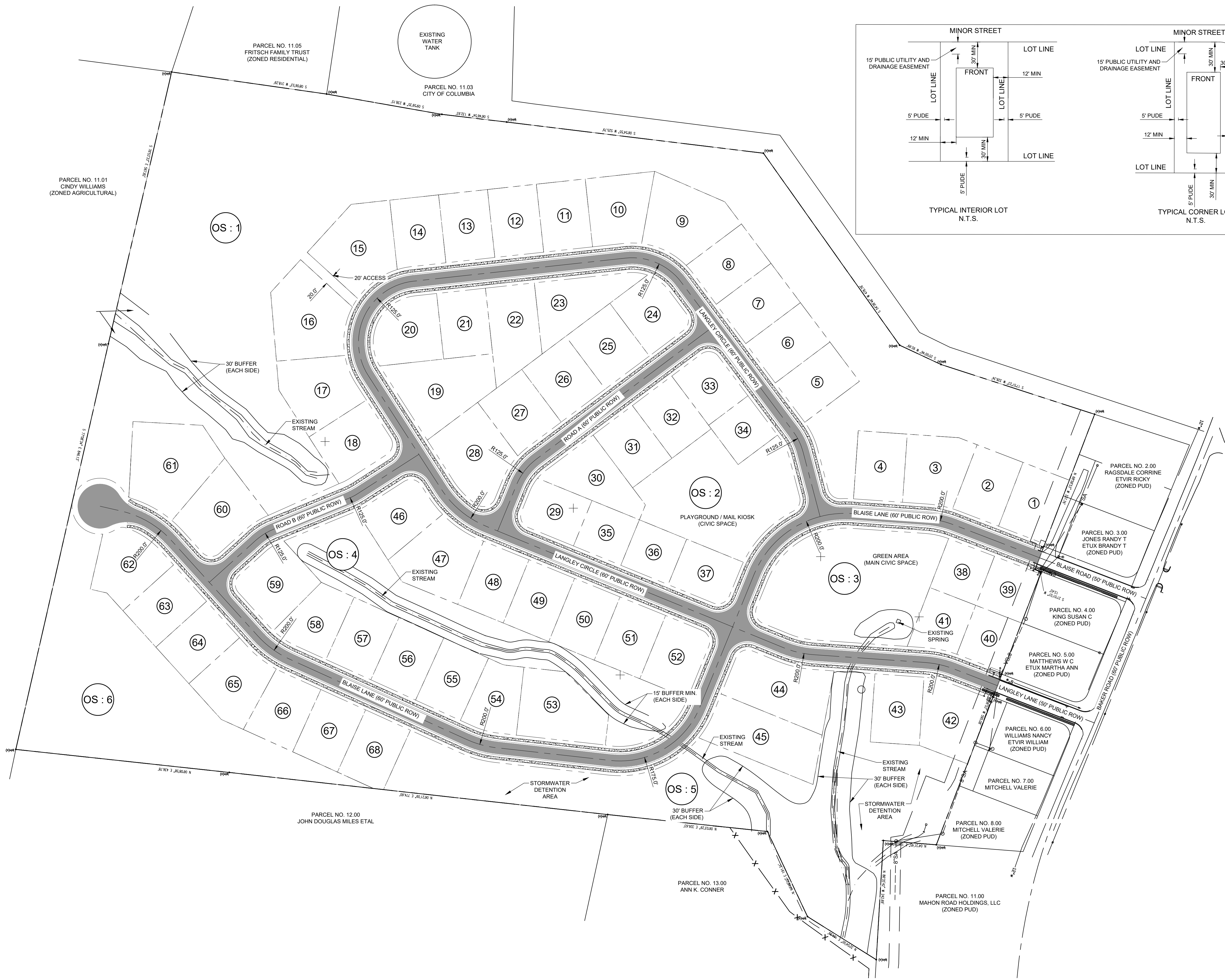
PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:

**C - 1.0**

**NOT FOR CONSTRUCTION**





| Total Site Data        |                                |
|------------------------|--------------------------------|
| PROVIDED               |                                |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                   |
| ZONING                 | REZONE TO CD-3L (2 UNITS / AC) |
| LOT WIDTH              | 100 FT. (MIN.)                 |
| LOT AREA               | BASED ON 2 UNITS PER AC        |
| SINGLE-FAMILY          | 24.3 AC                        |
| TOTAL OPEN SPACE       | 24.5 AC                        |
| TOTAL CIVIC SPACE      | 2.9 AC (5.0% OF GROSS ACREAGE) |
| RIGHT OF WAY           | 8.7 AC                         |
| TOTAL LOTS             | 68 (1.2 UNITS / AC)            |

- NOTES:
- SEE SHEET C-2.1 FOR THE TYPICAL SECTION.
  - OS-1 TO BE 10.16 ACRES OF TREE SAVE AREA WHICH IS GREATER THAN THE 8.38 ACRES REQUIRED SEE SHEET C-2.2.
  - OS-2 TO BE PLAYGROUND, GREEN AREA (CIVIC SPACE) & MAIL KIOSK
  - OS-3 TO BE GREEN AREA (MAIN CIVIC SPACE)

| Parcel Area Table |          |       |  |
|-------------------|----------|-------|--|
| PARCEL            | SQ. FT.  | ACRES |  |
| 1                 | 14010.97 | 0.32  |  |
| 2                 | 13902.64 | 0.32  |  |
| 3                 | 17326.28 | 0.40  |  |
| 4                 | 13900.00 | 0.32  |  |
| 5                 | 13900.00 | 0.32  |  |
| 6                 | 13900.00 | 0.32  |  |
| 7                 | 13900.00 | 0.32  |  |
| 8                 | 13910.97 | 0.32  |  |
| 9                 | 22308.18 | 0.51  |  |
| 10                | 16941.31 | 0.39  |  |
| 11                | 13900.78 | 0.32  |  |
| 12                | 13900.78 | 0.32  |  |
| 13                | 13900.78 | 0.32  |  |
| 14                | 13935.64 | 0.32  |  |
| 15                | 22337.39 | 0.51  |  |
| 16                | 24110.07 | 0.55  |  |
| 17                | 19258.95 | 0.44  |  |
| 18                | 15916.79 | 0.37  |  |
| 19                | 23896.02 | 0.55  |  |
| 20                | 16637.86 | 0.38  |  |
| 21                | 13400.00 | 0.31  |  |
| 22                | 17532.00 | 0.40  |  |
| 23                | 17735.37 | 0.41  |  |
| 24                | 14597.13 | 0.34  |  |
| 25                | 15008.00 | 0.34  |  |
| 26                | 15008.00 | 0.34  |  |
| 27                | 15028.33 | 0.35  |  |
| 28                | 21267.98 | 0.49  |  |
| 29                | 12241.64 | 0.28  |  |
| 30                | 16521.16 | 0.38  |  |
| 31                | 13400.00 | 0.31  |  |
| 32                | 13400.00 | 0.31  |  |
| 33                | 12365.87 | 0.28  |  |
| 34                | 10000.00 | 0.23  |  |
| 35                | 10400.00 | 0.24  |  |
| 36                | 10400.00 | 0.24  |  |
| 37                | 12268.23 | 0.28  |  |
| 38                | 10670.67 | 0.24  |  |
| 39                | 10692.37 | 0.25  |  |
| 40                | 10669.76 | 0.24  |  |

| Parcel Area Table |          |       |  |
|-------------------|----------|-------|--|
| PARCEL            | SQ. FT.  | ACRES |  |
| 41                | 11496.04 | 0.26  |  |
| 42                | 17596.85 | 0.40  |  |
| 43                | 13900.00 | 0.32  |  |
| 44                | 23108.48 | 0.53  |  |
| 45                | 23373.47 | 0.54  |  |
| 46                | 14966.11 | 0.34  |  |
| 47                | 19877.70 | 0.46  |  |
| 48                | 13900.00 | 0.32  |  |
| 49                | 13900.00 | 0.32  |  |
| 50                | 13900.00 | 0.32  |  |
| 51                | 13900.00 | 0.32  |  |
| 52                | 14460.87 | 0.33  |  |
| 53                | 21540.87 | 0.49  |  |
| 54                | 13474.56 | 0.31  |  |
| 55                | 13900.20 | 0.32  |  |
| 56                | 13900.00 | 0.32  |  |
| 57                | 13900.00 | 0.32  |  |
| 58                | 13625.70 | 0.31  |  |
| 59                | 17313.69 | 0.40  |  |
| 60                | 19714.33 | 0.45  |  |
| 61                | 27018.37 | 0.62  |  |
| 62                | 16921.94 | 0.39  |  |
| 63                | 13900.00 | 0.32  |  |
| 64                | 13900.00 | 0.32  |  |
| 65                | 17338.77 | 0.40  |  |
| 66                | 14608.53 | 0.34  |  |
| 67                | 13900.00 | 0.32  |  |
| 68                | 13839.92 | 0.32  |  |

| Parcel Area Table |           |       |  |
|-------------------|-----------|-------|--|
| PARCEL            | SQ. FT.   | ACRES |  |
| 1                 | 539190.44 | 12.38 |  |
| 2                 | 55165.07  | 1.27  |  |
| 3                 | 70885.11  | 1.63  |  |
| 4                 | 75541.32  | 1.73  |  |
| 5                 | 196439.15 | 4.51  |  |
| 6                 | 127846.31 | 2.93  |  |

NOT FOR CONSTRUCTION

CONSULTANTS:

BAKER ROAD  
DEVELOPMENT

Columbia, Maury County  
Parcel 11.07, Tax Map 75

PRELIMINARY  
DRAWINGS

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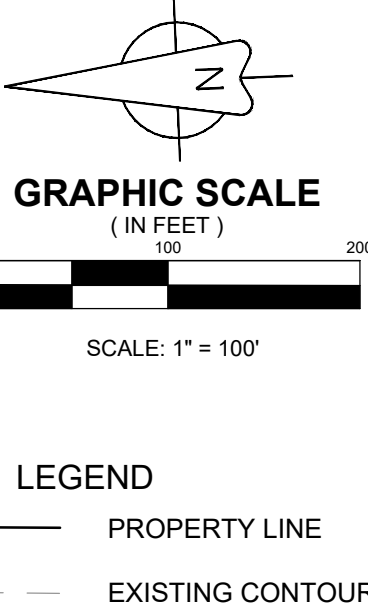
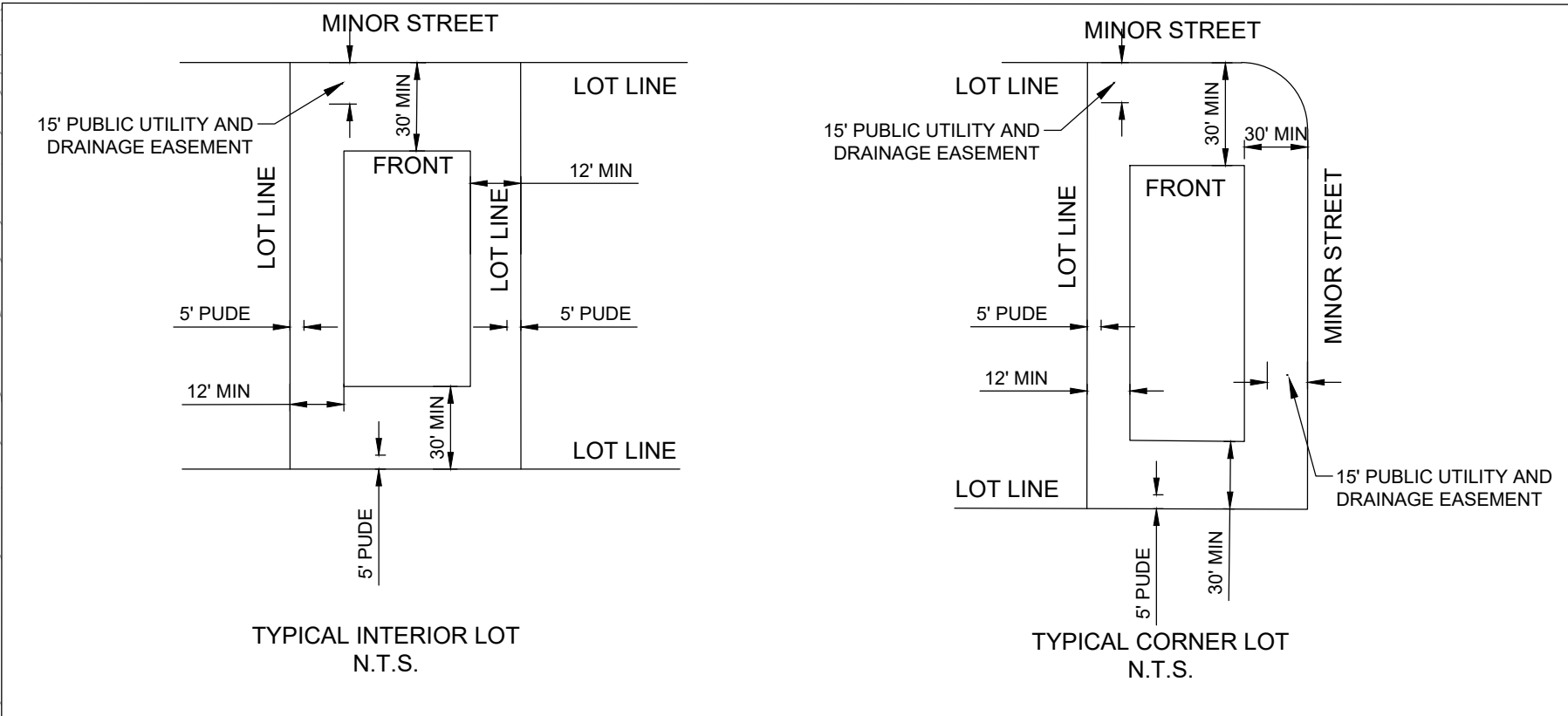
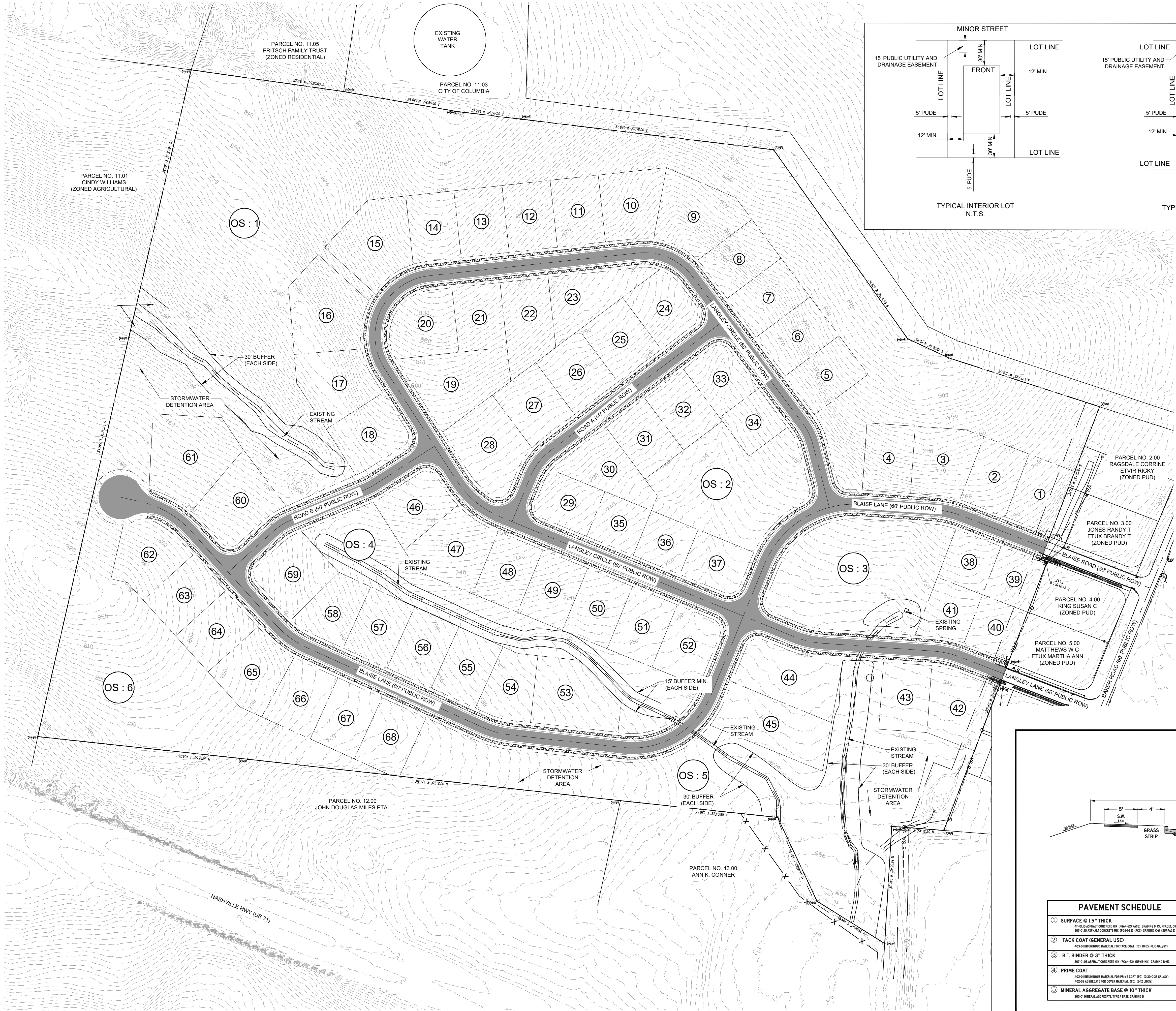
PRELIMINARY CONCEPT  
PLAN

PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:

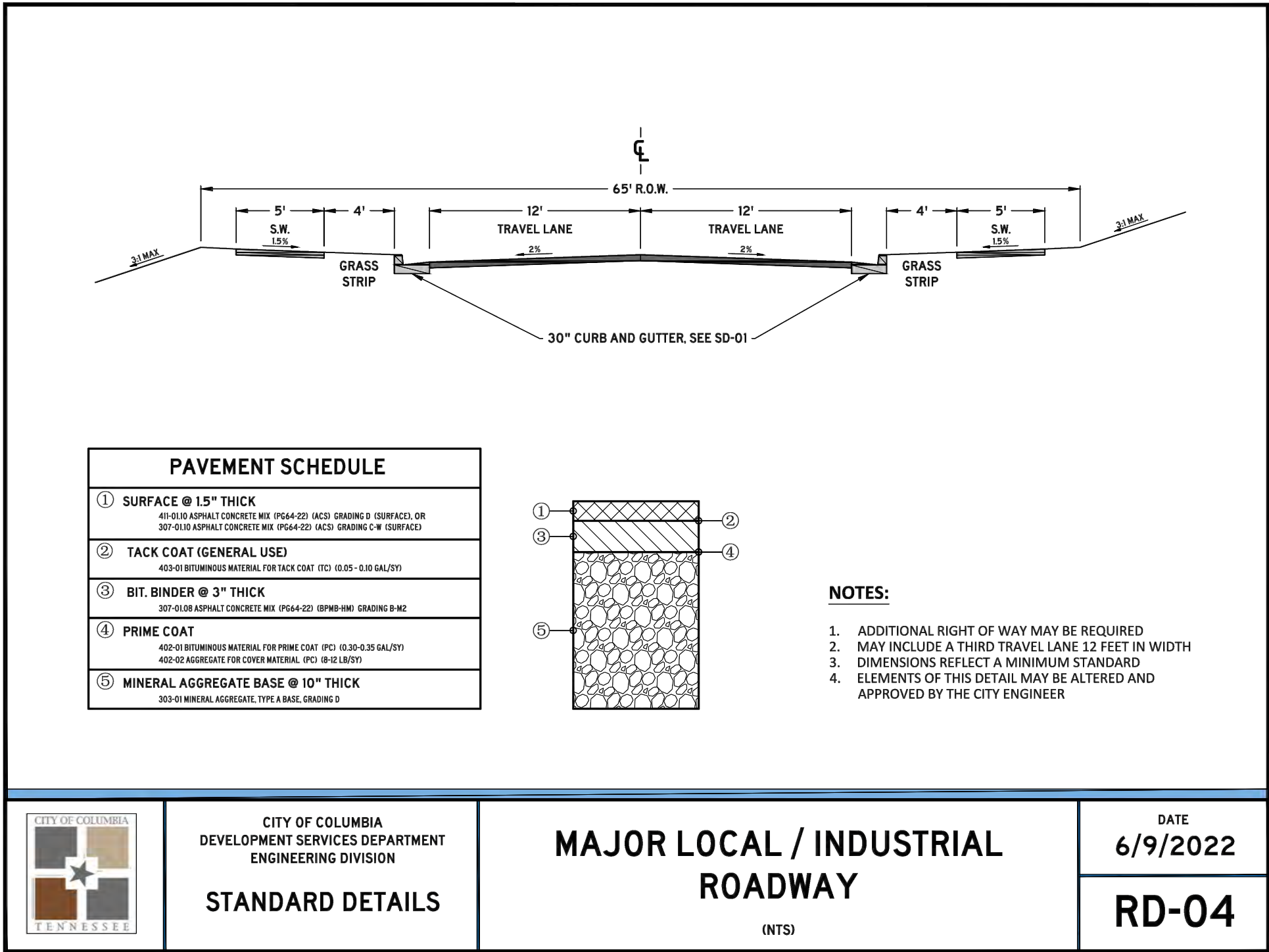
C - 2.0





| Total Site Data        |                                |
|------------------------|--------------------------------|
| PROVIDED               |                                |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                   |
| ZONING                 | REZONE TO CD-3L (2 UNITS / AC) |
| LOT WIDTH              | 100 FT. (MIN.)                 |
| LOT AREA               | BASED ON 2 UNITS PER AC        |
| SINGLE-FAMILY          | 24.3 AC                        |
| TOTAL OPEN SPACE       | 24.5 AC                        |
| TOTAL CIVIC SPACE      | 2.9 AC (5.0% OF GROSS ACREAGE) |
| RIGHT OF WAY           | 8.7 AC                         |
| TOTAL LOTS             | 68 (1.2 UNITS / AC)            |

- NOTES:
- SEE SHEET C-2.1 FOR THE TYPICAL SECTION.
  - OS-1 TO BE 10.16 ACRES OF TREE SAVE AREA WHICH IS GREATER THAN THE 8.38 ACRES REQUIRED SEE SHEET C-2.2.
  - OS-2 TO BE PLAYGROUND, GREEN AREA (CIVIC SPACE) & MAIL KIOSK
  - OS-3 TO BE GREEN AREA (MAIN CIVIC SPACE)



ARCHITECTURE  
INTERIORS  
CIVIL SITE

**TKC**

818 S. MAIN STREET, COLUMBIA, TN 38401 | 415.817.7477 | WWW.TKC-AE.COM

CONSULTANTS:  
**BAKER ROAD  
DEVELOPMENT**  
PROJECT TITLE:  
Columbia, Maury County  
Parcel 11.07, Tax Map 75

PRELIMINARY  
DRAWINGS

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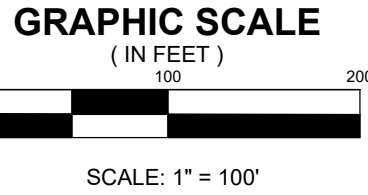
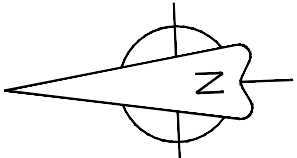
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PRELIMINARY  
DEVELOPMENT PLAN

DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:  
**C - 2.1**





- LEGEND**
- PROPERTY LINE
  - EXISTING CONTOURS
  - TREE SAVE AREA

| Total Site Data        |                                |
|------------------------|--------------------------------|
| PROVIDED               |                                |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                   |
| ZONING                 | REZONE TO CD-3L (2 UNITS / AC) |
| LOT WIDTH              | 100 FT. (MIN.)                 |
| LOT AREA               | BASED ON 2 UNITS PER AC        |
| SINGLE-FAMILY          | 24.3 AC                        |
| TOTAL OPEN SPACE       | 24.5 AC                        |
| TOTAL CIVIC SPACE      | 2.9 AC (5.0% OF GROSS ACREAGE) |
| RIGHT OF WAY           | 8.7 AC                         |
| TOTAL LOTS             | 68 (1.2 UNITS / AC)            |

- NOTES:
- SEE SHEET C-2.1 FOR THE TYPICAL SECTION.
  - OS-1 TO BE 10.16 ACRES OF TREE SAVE AREA WHICH IS GREATER THAN THE 8.38 ACRES REQUIRED SEE SHEET C-2.2.
  - OS-2 TO BE PLAYGROUND, GREEN AREA (CIVIC SPACE) & MAIL KIOSK
  - OS-3 TO BE GREEN AREA (MAIN CIVIC SPACE)

ARCHITECTURE  
INTERIORS  
CIVIL SITE

**TKC**  
818 S. MAIN STREET, COLUMBIA, TN 38401 | 415.817.7477 | WWW.TKC-AE.COM

CONSULTANTS:

PROJECT TITLE:  
**BAKER ROAD  
DEVELOPMENT**

Columbia, Maury County  
Parcel 11.117, Tax Map 75

PRELIMINARY  
DRAWINGS

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SHEET TITLE:  
**PRELIMINARY TREE  
PRESERVATION PLAN**

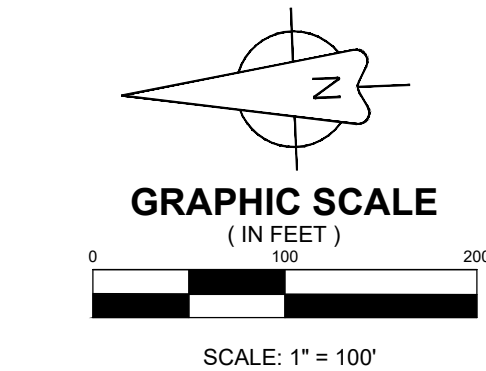
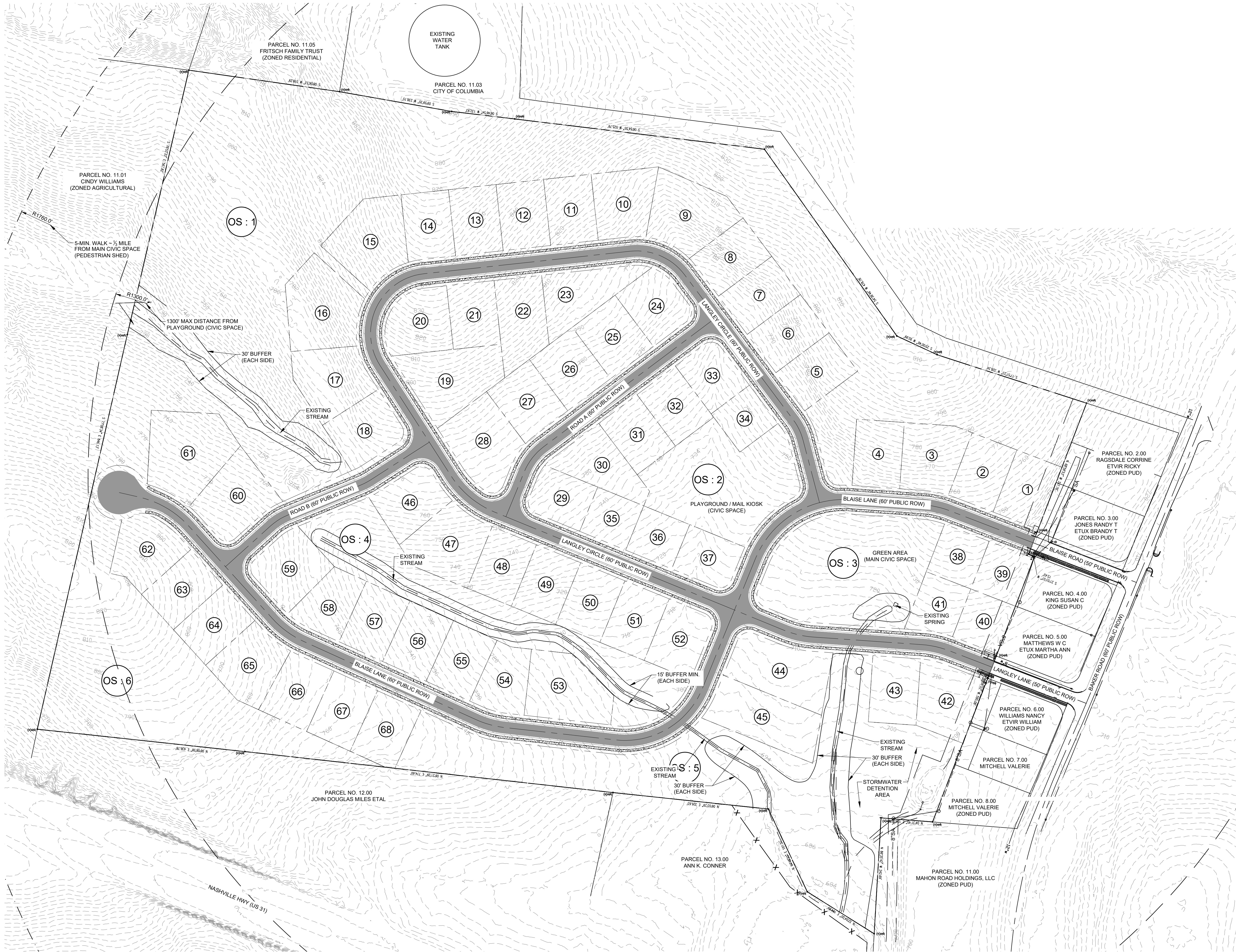
PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:

**C - 2.2**

NOT FOR CONSTRUCTION





- LEGEND
- PROPERTY LINE
  - EXISTING CONTOURS
  - DISTANCE FROM PLAYGROUND
  - DISTANCE FROM MAIN CIVIC SPACE

| Total Site Data        |                                |
|------------------------|--------------------------------|
| PROVIDED               |                                |
| TOTAL PROPERTY ACREAGE | 57.43 +/- AC                   |
| ZONING                 | REZONE TO CD-3L (2 UNITS / AC) |
| LOT WIDTH              | 100 FT. (MIN.)                 |
| LOT AREA               | BASED ON 2 UNITS PER AC        |
| SINGLE-FAMILY          | 24.3 AC                        |
| TOTAL OPEN SPACE       | 24.5 AC                        |
| TOTAL CIVIC SPACE      | 2.9 AC (5.0% OF GROSS ACREAGE) |
| RIGHT OF WAY           | 8.7 AC                         |
| TOTAL LOTS             | 68 (1.2 UNITS / AC)            |

- NOTES:
- TOTAL CIVIC SPACE REQUIRED: 2.5 ACRES (MIN. 5% OF GROSS ACREAGE)
  - TOTAL CIVIC SPACE PROVIDED: 2.9 ACRES (5.0% OF GROSS ACREAGE)
  - 1,300 FT FROM NEAREST PLAYGROUND REQUIRED
  - SEE CIRCLE OF RADIUS OF 1,300 FT TO SHOW IF ALL LOTS ARE WITHIN 1,300 FT OF PLAYGROUND
  - PEDESTRIAN SHED OF 5-MINUTE WALK FROM MAIN CIVIC SPACE APPROXIMATELY 1,700 FT
  - SEE CIRCLE OF RADIUS OF 1,700 FT TO SHOW IF ALL LOTS ARE WITHIN 1,700 FT (5-MIN. WALK) FROM MAIN CIVIC SPACE

CONSULTANTS:

PROJECT TITLE:  
**BAKER ROAD  
DEVELOPMENT**

Columbia, Maury County  
Parcel 11177, Tax Map 75

**PRELIMINARY  
DRAWINGS**

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SHEET TITLE:  
**PRELIMINARY CIVIC  
SPACE & PEDESTRIAN  
SHED PLAN**

PRELIMINARY  
DATE: 12/04/2023  
DRAWN BY: TS  
PROJECT NO.: 2353

SHEET NO.:

**C - 2.3**

**NOT FOR CONSTRUCTION**



## Baker Road Rezoning

|                |                         |               |                           |
|----------------|-------------------------|---------------|---------------------------|
| Project #:     | 24-0033                 | Location:     | Map 75 Parcel 11.17       |
| Applicant:     | TKC Architects          | Case Type(s): | Rezoning                  |
| Staff Planner: | Kevin C. McCarthy, AICP | Proposed Use: | Single Family Subdivision |

### PROJECT SUMMARY

---

The applicant requests revocation of a Planned Unit Development (PUD) and rezoning of a 57.43-acre property north of Baker Road. The site is accessed via Blaise Road and Langley Lane. In 2017, the City Council approved a 144-lot Planned Unit Development Master plan for the subject property. The Planning Commission subsequently approved Preliminary Plats for the property in 2017 and 2018. These approvals have expired. The current applicant requests that the Planning Commission recommend revocation of the PUD and rezoning of the property as CD-2 (Rural Character District) and CD-3L (Neighborhood Large Lot Character District). Specifically, the applicant requests that 26.82 acres be zoned CD-3L and 30.61 acres be zoned CD-2.

- The requested zoning is consistent with the Suburban Neighborhoods (SN) and Hillside & Natural Spaces future land use classifications in Connect Columbia.
- The applicant has provided a concept plan depicting development of the property as twenty-six 100-foot wide lots and thirty-nine 125-foot wide single family lots.
- Subsequent development and division of the property will require additional reviews.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

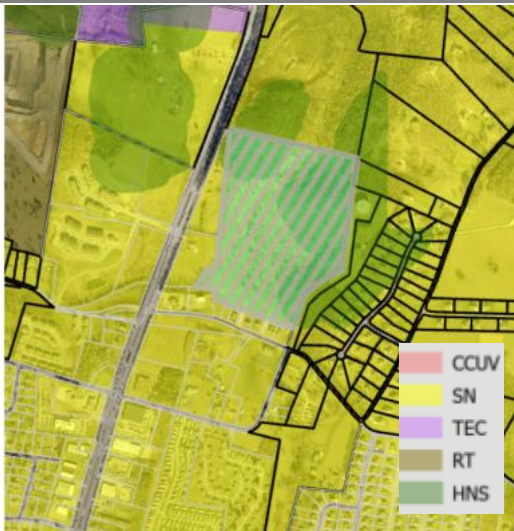


## SITE INFORMATION

| CURRENT ZONING | EXISTING USE | EXISTING IMP.                      | LAND AREA |
|----------------|--------------|------------------------------------|-----------|
| RS-10 PUD      | Vacant       | Former Agricultural Acc. Structure | +/- 57.43 |



FUTURE LAND USE MAP



ZONING MAP



| SITE CONTEXT/ADJACENT PROPERTIES |                        |                |                  |
|----------------------------------|------------------------|----------------|------------------|
|                                  | Future Land Use        | Zoning         | Current Use      |
| Subject Property                 | Suburban Neighborhoods | PUD            | Vacant           |
| North                            | Suburban Neighborhoods | Unincorporated | Vacant           |
| South                            | Suburban Neighborhoods | PUD            | Single Family    |
| East                             | Suburban Neighborhoods | Unincorporated | Utility Facility |
| West                             | Suburban Neighborhoods | CD-2           | Single Family    |

## CONSISTENCY WITH CONNECT COLUMBIA

The subject property lies within two future land use classifications. Most of the property is within the Suburban Neighborhoods (SN) classification. Portions at an elevation above 775' are designated Hillsides & Natural Spaces (HNS).

**Suburban Neighborhoods:** The requested CD-3L zoning is consistent with Connect Columbia. The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the City Center Urban Village (CCUV) future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools. The future land use classification is usually implemented by the CD-3L and CD-3 character districts, as well as PUDs. CD-4C is also an appropriate zone where the subject property is accessed by an arterial roadway.



#### Character & Intent

The intent of the Suburban Neighborhoods (SN) future land use is to enhance existing suburban areas and create new neighborhoods that will improve the quality of life in Columbia. Where appropriate, the SN future land use area also establishes mixed-use and commercial centers which serve residents' retail needs and provide a wider range of housing options. Each development parcel should add to Columbia's existing sense of place and extend the established form and pattern to create a more interconnected community. Future development should emphasize connectivity and continuity of the city as whole. The density and intensity of residential development increases in proximity to areas under the CCUV future land use classification. In the same way, density and intensity decrease in proximity to areas under the Rural Transition (RT) future land use classification. New development enhances pedestrian infrastructure with sidewalks and other multimodal routes. Public frontages may include sidewalks and street trees. Over time, new and infill development connects neighborhoods and community anchors such as libraries, neighborhood centers, health facilities, retail uses, parks, and schools.

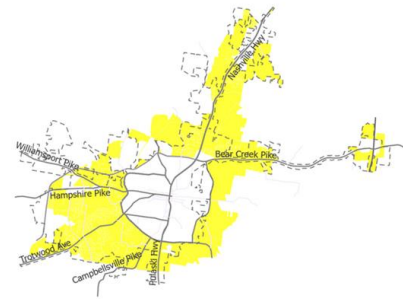
#### Land Use Considerations

The primary land use is low-density detached housing. Along arterial roadways, primary uses may include offices, retail, and all forms of medium-density housing. Secondary land uses include accessory dwellings, two-family homes, civic uses, institutional uses, schools, religious facilities, utility facilities, parks and open space. New industrial and warehouse uses are inappropriate.



#### Form & Pattern

The SN future land use area is characterized by the organization of the built environment to extend a succession of large-lot neighborhoods and compact walkable neighborhoods. Development parcels extend established neighborhood patterns. Leap-frogging development is inappropriate. The SN future land use is distinguished from RT in the organization of lots and thoroughfares to form blocks. Physically separated developments which do not extend established block formation and roadway networks are inappropriate. The density of streets and blocks increases with proximity to CCUV and community anchors. Implementing bulk and design standards loosely delimit the public and domestic realms though the application of layers and front-to-back discipline of lots. Along arterial roadways, commercial corridors of varying intensities emerge over time with a high-quality built environment typified by a mix of building types and a balance between automobile-oriented and pedestrian-oriented design. The physical intensity of development along arterial corridors varies based on the surrounding residential density and the roadway's place in the transportation network. New development should accompany concurrent extension of complete urban services. Parking is provided on-site by private land users, supplemented by on-street spaces.



#### Implementing Districts

Neighborhood-Large Lot CD-3L  
 Neighborhood CD-3  
 General Urban-Corridor CD-4C (only along Arterial roadways)  
 Manufactured Home Park SD-MHP  
 Residential PUD PUD-R  
 Mixed Use PUD PUD-MU  
 Civic CV

#### Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses  
 Density (density unites per acre): 4 - 24 du/ac  
 Building Height: 1 - 4 stories  
 Open Space Elements: Civic Spaces, Parks & Greenways



**Hillsides & Natural Spaces:** The Hillsides & Natural Spaces (HNS) future land use classification is comprised of visually impactful and environmentally sensitive areas within Columbia's UGB. The area is characterized by parks, civic spaces, open spaces, and legacy agricultural operations. The intent of the HNS future land use classification is to protect riparian areas, hillsides with elevations greater than 775 feet, and other sensitive lands. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved. The future land use classification is implemented by the CD-2 and Civic character districts, as well as PUDs.



# CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

APRIL 2024  
24-0033  
BAKER ROAD  
REZONING

## Character & Intent

The Hillside & Natural Spaces (HNS) future land use classification is comprised of visually impactful and environmentally sensitive areas within Columbia's UGB. The area is characterized by parks, civic spaces, open spaces, and legacy agricultural operations. The intent of the HNS future land use classification is to protect riparian areas, hillsides with elevations greater than 775 feet, and other sensitive lands. Natural and scenic features, such as rolling hills, rivers, rock outcroppings, and historic homes should be preserved.



## Land Use Considerations

Primary land uses are civic uses, conservation, and utility facilities. Secondary land uses include agricultural uses and very-low-density housing.

## Form & Pattern

Development within the HNS future land use classification is limited and should emphasize the preservation of natural and scenic features. Legacy agricultural sites may be preserved but not expanded. Existing extractive operations will gradually phase out and cease. Future development is limited to park spaces, civic uses, and occasional detached single-family homes. Rolling hills, waterways, floodplains, historic rock outcroppings, and tree cover should be preserved. New development should provide benefits to the general public in the form of preservation, storm water facilities, communications infrastructure, municipal services, or increased access to natural and recreational amenities. Complete urban services may not be available. Where parking is necessary, it is provided on-site and designed to be minimally impactful.

## Implementing Districts

Rural Character District CD-2  
Civic CV  
Residential PUD PUD-R

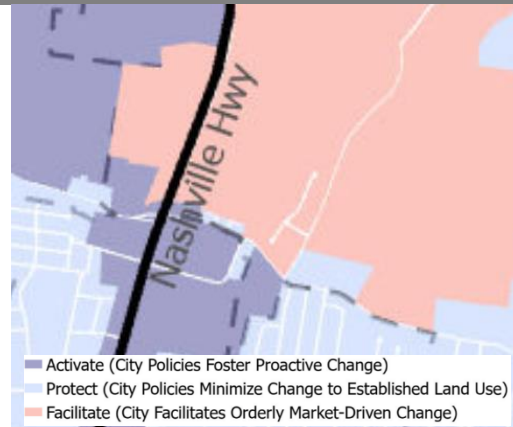
## Implementing Standards

General Development Pattern: Isolated Uses  
Density (density units per acre): 1 du/ac  
Building Height: Residential: 3 stories  
Other Uses: N/A  
Open Space Elements: Parks & Greenways



## AREAS OF CHANGE POLICY

Connect Columbia established the Areas of Change Policy designation for the subject site as Facilitate. The classification indicates a basically neutral position to market-driven requests to amend the official zoning map. Change in these areas is market-driven. New and infill development should maintain or improve the level of service for municipal services. City policies facilitate change through a process of public deliberation and high standards for the built environment. (Connect Columbia p. 32).



## CONFORMITY WITH ZONING ORDINANCE

---

As required by **§ 8.5.19.F.3** of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”). The purpose of the concept plan is to demonstrate that it is possible to develop the site in conformity with the standards of the requested character district. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

### Lots, Building Sites & Bulk Standards

- **The concept demonstrates that it is possible to subdivide the site in conformity with the bulk and design standard of the Ordinance at Tables 4.3.1-A and B.**
  - The concept plan depicts a development with 26.82 acres utilizing CD-3L standards and 30.61 acres utilizing CD-2 standards.
  - The concept includes a total of sixty-five lots:
    - Twenty-six 100-foot wide lots conforming to CD-3L standards; and
    - Thirty-nine 125-foot wide lots conforming to CD-2 standards.

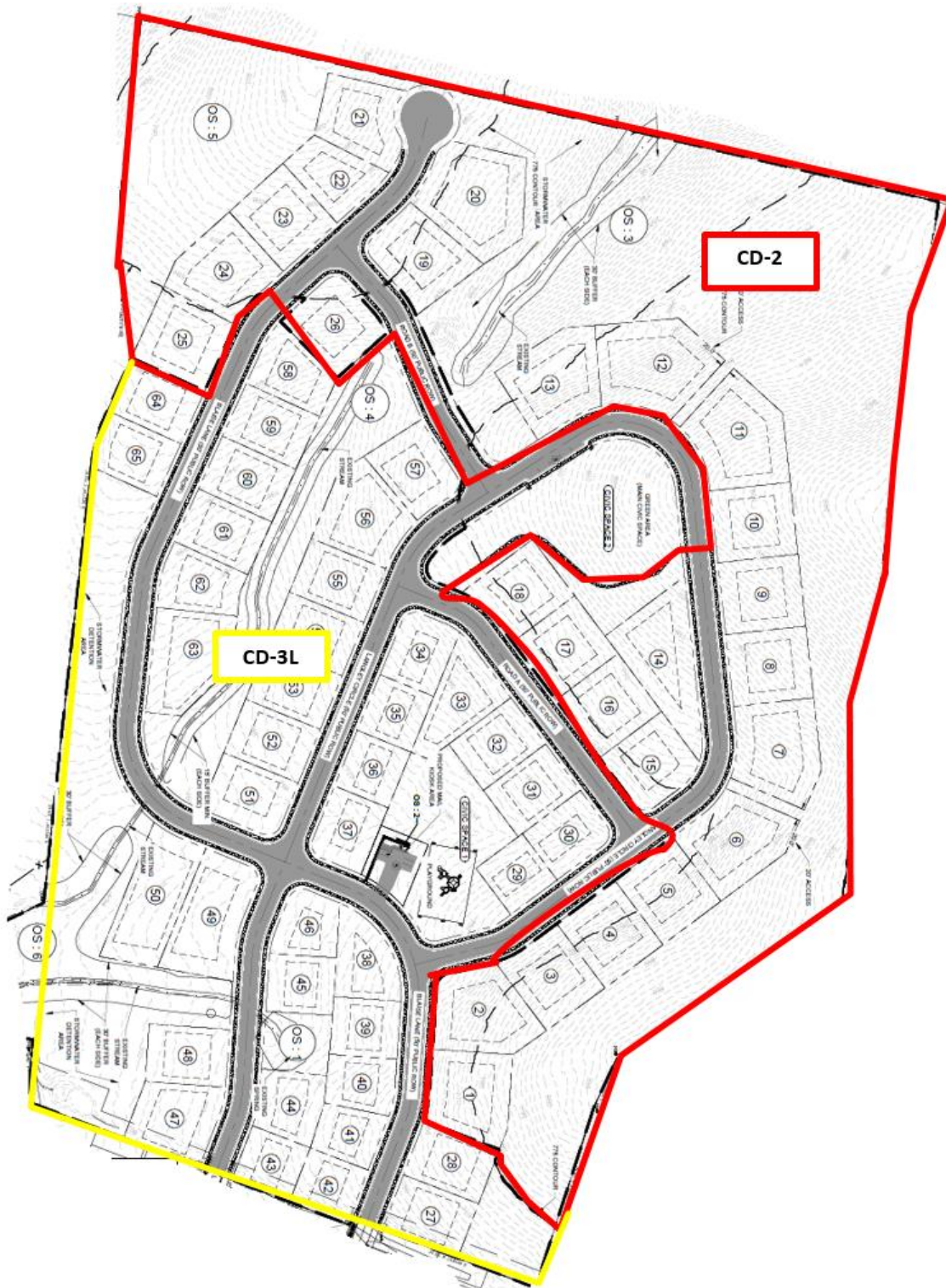
### Tree Preservation

- The concept plan depicts tree preservation required by **§ 4.3.16.L** of the ordinance.
- The current tree canopy, as estimated by the applicant, covers 17.45 acres (30.4%) of the site.
- The concept depicts preservation of 10.07 acres of tree canopy.
- If the rezoning is successful, Planning staff will review any subsequent Site Development Plan for conformity with this requirement.

### Civic Spaces

- The concept plan depicts civic space required by **§ 5.3** of the ordinance.
- Civic Space accounts for 5% of the total site area shown in the concept plan.
- The concept depicts an additional 21.4 acres of open space, including a space designed around an existing spring (between lots 44 and 45).





*Proposed Split Zoning of Property*

## REVIEW PROCESS

---

The Development Review Committee evaluated the proposed rezoning at its March 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [, are not contravened];*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

## SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

---

The DRC reviewed this proposal at its March 2024 meetings. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** directed the applicant to provide a narrative response to criterion at § **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment. The applicant provided a thorough response indicating that the standards for the applicable low-density character districts in the ordinance provide the quality and predictability desired by the applicant.
- Planning also directed the applicant to revise the request and the concept to include CD-2 standards consistent with the HNS future land use designation.
- **CPWS (Water)/Inflo** and Planning directed the applicant to monitor the status of the water commitment letter.
- **Maury County Highway Department** noted that the nearby section of Baker Road will be maintained by the City of Columbia.

## COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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**The requested split zoning is consistent with Connect Columbia.** As discussed above, the subject site's future land use classification is divided between Suburban Neighborhoods (SN) and Hillside & Natural Spaces (HNS). The requested CD-3L (Neighborhood Large Lot Character District) and CD-2 (Rural Character District) zoning are consistent with the future land use map. Although split-zonings are generally discouraged, the use of multiple standards on high hillsides protects important viewsheds which characterize Columbia as well as environmentally sensitive sites. The Area of Change Policy for the property is *facilitate*, indicating that the city takes a neutral position to market-driven changes to the land use pattern in the area.

**Any development of the property must conform to the standards of the Ordinance and Subdivision Regulations.** The concept plan demonstrates that it is possible to develop the site in conformity with the Ordinance. If the applicant succeeds in rezoning the property, planning staff will review any future site development plan for conformity with the standards of the zoning ordinance.

## SAMPLE MOTIONS

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**Approve:**

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

**Deny:**

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

**Defer:**

Move to find that there is insufficient information to decide, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.



CITY OF COLUMBIA TENNESSEE  
CITY COUNCIL  
STAFF REPORT

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**STAFF REPORT CONTACT INFORMATION**

Sommar Jaynes, Purchasing Agent, [sjaynes@columbiatn.com](mailto:sjaynes@columbiatn.com), 931-560-1580

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**AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AMENDMENT TO THE CONTRACT WITH TENNESSEE PROPERTY MANAGEMENT LLC IN THE AMOUNT OF \$8,781.00**

**RECOMMENDATION:** Approve

**INFORMATION:** Columbia Main Street has agreed to purchase 14 hanging floral planters for downtown with the City agreeing to take on the maintenance of these planters. After speaking with our current landscape contractor, Tennessee Property Management LLC, they have agreed to add the maintenance of these planters to our current service contract with them for an additional \$8,781 annually or \$731.75 monthly. The Resolution to accept the donation of the planters was located under the Resolution section of this agenda.

**CERTIFICATION:** The Chief Financial Officer certifies that \$8,781 is budgeted and unencumbered in Capital Projects Fund-Main Street - Site Development.

**ATTACHMENTS:** Staff Report, Contract Amendment, Estimate, Bid Tab, Original Contract.



## AMENDMENT

This amendment is made to the agreement dated November 9, 2023 previously executed by and between *Tennessee Property Management LLC*, hereinafter called "Company" and CITY OF COLUMBIA TENNESSEE, hereinafter called "City".

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

### Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 10/13//2023. The Company shall be responsible to invoice the City on a monthly basis.

Is amended to include an additional monthly payment for the remaining term of the agreement of \$731.75 (\$8,781.00 annually) to cover maintenance and service to 14 new hanging flower pots on the downtown square.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

City of Columbia

TN Property Management LLC

By \_\_\_\_\_  
Charles (Chaz) Molder, Mayor

By: \_\_\_\_\_  
Donald Simmons, Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested: \_\_\_\_\_  
City Recorder

Approved as to Legal Form

  
C. Tim Tisher, City Attorney



Tennessee Property Management

PO Box 301 68 Lighthouse Drive  
Summertown, TN 38483 US  
+1 9312923083  
tennesseepropertymanagement@yahoo.com

Estimate

ADDRESS  
Columbia Main Street

SHIP TO  
Columbia Main Street

ESTIMATE  
DATE

2024  
02/27/2024

| DATE     | ACTIVITY               | DESCRIPTION                                                                             | QTY | RATE   | AMOUNT     |
|----------|------------------------|-----------------------------------------------------------------------------------------|-----|--------|------------|
|          | Potting Mix            | Install High quality potting mix in planters.                                           | 13  | 95.00  | 1,235.00   |
|          | Annual Flower Rotation | Planting of spring flowers.<br>planting of fall flowers with removal of spring flowers. | 26  | 125.00 | 3,250.00   |
|          | watering               | Fill reservoirs of planters twice a week for twenty-nine weeks.                         | 58  | 62.00  | 3,596.00   |
|          | Annual Flower Rotation | Add one additional pot including services listed above.                                 | 1   | 700.00 | 700.00     |
| SUBTOTAL |                        |                                                                                         |     |        | 8,781.00   |
| TAX      |                        |                                                                                         |     |        | 0.00       |
| TOTAL    |                        |                                                                                         |     |        | \$8,781.00 |

Accepted By

Accepted Date



Invitation to Bid: Landscape Management Services  
 Solicitation # 999-0923-26  
 Bid Opening: 10/13/2023; 2:00 PM

| Vendor                                                                           | 1 <sup>st</sup> Year / Month | 2 <sup>nd</sup> Year / Month | 3 <sup>rd</sup> Year / Month |
|----------------------------------------------------------------------------------|------------------------------|------------------------------|------------------------------|
| Landscape Management Company<br>P O Box 377<br>Columbia, TN 38402                | \$4,414.43                   | \$4,745.52                   | \$5,101.43                   |
| Cutting Edge Lawn and Landscapes<br>869 Mt Olivet Rd<br>Columbia, TN 38401       | \$4,256.66                   | \$4,256.66                   | \$4,298.56                   |
| Tennessee Property Management LLC<br>68 Lighthouse Drive<br>Summertown, TN 38483 | \$3,312.50                   | \$3,412.00                   | \$3,512.00                   |

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent

**Agreement for Landscaping Services  
Between  
City of Columbia  
And  
Tennessee Property Management LLC**

This is an agreement made this \_\_\_\_ day of November 2023 between The City of Columbia, Tennessee (City) and Tennessee Property Management LLC (Company).

Section 1 – Services to be Provided

The company shall provide landscape management to the City as described in the Invitation to Bid-Landscape Management Service, solicitation # 999-0923-26, a copy of which is included and identified as Attachment 1.

Section 2 – City Responsibilities

The City shall be responsible for making timely payments to the Company based upon conditions described in Section 4.

Section 3 – Periods of Service

This agreement shall be effective upon approval by the City Council of The City of Columbia, beginning December 1, 2023 and execution by all parties for a period of one year with the purchasing agent for the City of Columbia retaining the option to extend the contract for two additional one-year terms.

Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 10/10/2023 which is attached hereto and identified as Attachment 2. The Company shall be responsible to invoice the City on a monthly basis.

Section 5 – General Considerations

5.1 Termination.

In the event the Company fails to perform its obligations under this agreement in a timely fashion or as described in Attachment 1, the City shall notify the Company of such deficiencies in writing. The Company shall have 15 days after receipt of the notice to correct the deficiency otherwise the City may terminate this agreement. The Company shall be entitled to all completed services through the date of the termination.

5.2 Non-Appropriation of Funds

In the event the City fails to appropriate funds for this service described in Attachment 1, this agreement shall be null and void.

The City shall be responsible to notify the Company in writing in timely manner should funds for the service not be appropriated.

The Company shall be entitled to payment for a completed service up to the date of non-appropriation.

### 5.3 Insurance

The Company shall maintain at its own expense workers compensation insurance and all other insurance as maybe further described in Attachment 1 for protection from claims which may arise as a result of any and all work performed for and on behalf of the City.

### 5.4 Controlling Laws

This agreement is to be governed by the laws of The State of Tennessee in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in Maury County, Tennessee.

### 5.5 Assignment

The Company shall not delegate, sublet or subcontract any part of this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

### 5.6 Entirety

The written terms and provisions of this agreement shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this agreement or agreement documents. This agreement may only be amended in writing.

### 5.7 Severability

Should any provision, paragraph, sentence, word or phrase contained herein be deemed to be illegal, invalid or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed to be modified to conform to law or else shall be deemed severable. In any event the remainder of the agreement shall remain unmodified and enforceable.

### 5.8 Attachments

All attachments hereto are made a part hereof as if fully set forth herein.

### 5.9 Consultant Relationship

Nothing in this agreement shall be construed to create an employer / employee relationship between the parties.

City of Columbia  
700 North Garden St.  
Columbia TN 38401

Accepted and Agreed:  
City of Columbia

By \_\_\_\_\_  
Charles (Chaz) M. Molder, Mayor

Attested:

By \_\_\_\_\_  
Thad H. Jablonski, City Recorder

Approved as to Legal Form:

By \_\_\_\_\_  
C. Tim Tisher, City Attorney

Tennessee Property Management LLC  
68 Lighthouse Drive  
Summertown, TN 38483

Accepted and Agreed:

By \_\_\_\_\_  
Donald Simmons, Owner

## Attachment 1



### **Invitation to Bid – Landscape Management Services September 26, 2023 Solicitation #999-0923-26**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST, October 13, 2023**, and then publicly opened and read aloud for Landscape Management Services.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

### **Bid Instructions**

To be considered, you must:

1. Vendors are requested to register online by using the online link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> . Paper applications are also available on the City's website: [www.columbiatn.com](http://www.columbiatn.com)
2. A completed bid sheet.
3. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
4. All required documents shall be returned to Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.
5. Bid envelopes shall be identified on the outside with **ITB Landscape Management Services** and opening date of bid, October 13, 2023.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed or E-mailed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

All cost associated with the preparation of this bid or its delivery shall be borne solely by the bidder.



## 1. SCOPE

The City of Columbia is seeking bids from professional landscape management firms to provide landscape management service for various planting areas within the downtown area, service existing downtown irrigation systems and maintenance on fountains located within the designated areas. It is anticipated that the award for this service will be for a period of one year with the City retaining the option to renew the award for two additional one-year periods. The service will include all labor, equipment and materials required to adequately maintain the identified areas and plant materials as further described herein.

## 2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid. If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.
2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Bid Sheets:** Bidders shall use the bid sheets furnished by the City unless otherwise instructed herein. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made

a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified within this invitation. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi-year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agent's response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

### 3. SPECIAL CONDITIONS

1. All vendors are encouraged but not required to inspect all planting areas and review all plans prior to the submission of a bid. Failure to adequately inspect the planting areas, plant materials or review the plans shall not be grounds for modification of the bid or terms and conditions thereof after bid opening.
2. All bids shall either acknowledge the acceptance of the planting areas as they currently exist along with the health of the current plantings or shall note in the bid any problems with the health of the plants or plant selections with regard to future success of plant survival.
3. All bids shall be for a flat monthly rate to include all labor, materials and equipment necessary to perform all required services as listed herein.

4. Bids shall include the flat monthly fee for a 12-month period from the date of the bid award for the existing planting areas as well as a flat monthly fee for two additional one-year extensions.
5. Any extension shall be at the option of the Purchasing Agent for the City of Columbia.
6. All bidders shall supply a list of at least 3 references for work they have performed of a similar nature to include experience with irrigation system maintenance similar to the Rain Bird system currently in use by the City.
7. The City reserves the right to negotiate with the awarded bidder for landscaping services needed as the result of additional streetscapes or planting areas during the terms of this agreement.

#### 4. INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The vendor shall furnish, if requested, a copy of an original Certificate of Insurance,  naming City of Columbia as an additional insured . Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

5. LAWS, TAXES AND INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes associated with providing services under this contract to include all employment related taxes. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a result of the actions of the vendor, his employees, or any subcontractors hired as a result of or performing work as a result of an awarded bid.

6. TIME OF THE ESSENCE - Time is of the essence in the performance of a resulting contract. Repeated delays shall be interpreted as failure to meet obligations and shall be cause for cancellation of any purchase order, agreement or contract executed as a result of the bid award.

7. PAYMENTS - Payment will be made after all following conditions have been meet:

7.1 Within seven (7) days of submitting monthly invoices to the Assistant Finance Director for the City of Columbia.

8. CANCELLATION – The City reserves the right to cancel any agreement for the following reasons:

- 8.1 Non – appropriation of funds
- 8.2 Failure of the Contractor to perform the services to the satisfaction of the City.
- 8.3 Due to non-renewal on the anniversary date of the award.

## 9. SPECIFICATIONS & REQUIREMENTS

### **Site locations:**

The following areas are established planting areas and require immediate and ongoing service. Each area contains a mixture of trees, groundcover, and shrubbery. They are located as follows:

- A. All trees and planting areas on the East and West side of North Main Street from the courthouse square fountains to Greenwood Cemetery at 4<sup>th</sup> Street.
- B. All trees and planting areas on the East and West sides of Garden Street extending from the intersections of 8<sup>th</sup> Street to 6<sup>th</sup> Street. These areas are irrigated with a Rain Bird system.
- C. All trees and planting areas on the North and South side of West 7<sup>th</sup> Street from Courthouse Square to High Street. This area is also irrigated with a Rain Bird System. Additionally, along West 7<sup>th</sup> from High Street to Beckett Street non-irrigated.
- D. All trees and planting areas located along West 5<sup>th</sup> from North Main to Riverside Bridge.
- E. All trees and planting areas on the North and South sides of East 6<sup>th</sup> St from Garden St to Woodland St. These areas are irrigated.
- F. Roundabout located at the intersection of West 6<sup>th</sup> and North Main St. This area is irrigated and does require maintenance of the fountain located within the planting area as well.
- G. Planting area to the South side of City Hall located at 700 North Garden St.
- H. Trees and Planting Areas around the public square and extending south on South Main St to 8<sup>th</sup> St.
- I. All trees and Planting Areas along South Garden Street from Carmack Blvd. to Depot Street.
- J. The three (3) Planting Areas located in the parking area behind Ted's and Southern Tre' near Whiskey Alley.

### **Required Services:**

A. Maintain all plant materials in a healthy, growing condition by performing the following work:

- 1. Weeding – All beds shall be maintained in a weed-free condition through the use of herbicides and hand labor.
  - a. Weeds are any vegetation found growing that was not part of the original planting design.
  - b. Any pre-emergent or post-emergent herbicide shall be used in a manner consistent with label instructions and applied in such a manner as to not be harmful to original plants within the designated areas or to plants, grown covers, grass or trees within close proximity to the designated areas but not owned by the City.
  - c. It shall be the contractor's responsibility to remove all dead weeds and weeded material from the site. It shall not be acceptable to leave

clipping, weeds or other materials on the curbs, sidewalks or street nor shall City furnished receptacles designed for litter be used for disposal.

- d. Vendor will be expected to treat any cracks, separations or joints in the sidewalk in the designated areas that have weed growth with a herbicide with sufficient strength to kill existing growth and prevent future growth for a minimum of 90 days.

**2. Pruning – All pruning shall be done in a manner that is recognized as a best industry practice for the tree or shrub being pruned. This service shall be reviewed by city staff prior to work.**

- a. Trees- Prune deciduous trees when in the dormant state.  
Tree Pruning to include annual services as required to maintain the canopy of sidewalk trees such that it does not interfere with pedestrian or vehicular traffic or protrude onto storefronts.
- b. Evergreens – prune using recognized industry best practices standards.
- c. Pruning shall be done to maintain adequate pedestrian and vehicular clearances as well as to remove damaged or dead branches.
- d. All pruning cuts shall be done using appropriate pruning saws or loppers. Chainsaws shall not be allowed.

**3. Fertilizing and Mulching – Fertilizer and mulching shall be done at least annually or more frequently as maybe suggested by industry standard.**

- a. A properly balanced time released fertilizer shall be applied to all planting areas and in manner and at a rate consistent with manufacturer's directions.
- b. All areas shall be mulched on an annual basis using a disease-free dark hardwood mulch. The depth of the mulch shall be such that mulch itself will serve as a deterrent to weed growth without impairing the growth of the planting materials
- c. Mulch shall be not be applied until the planting area is free of litter, leaves and plant debris.
- d. Areas shall be mulched on or before April 1<sup>st</sup> each year in preparation for the City's Mule Day celebration.

**4. Litter Control – Litter control shall be performed at least every seven (7) days or as necessary.**

- a. Litter control shall consist of the removal of all paper, plastic, metal, trash, debris, rocks, leaves, or sticks from the planting areas.
- b. Litter must be removed by the contractor from the site and shall not be placed on sidewalks, streets, curbs or in City trash receptacles.

**5. Insect and Disease Control –**

- a. Contractor shall immediately notify the City (Purchasing Agent) if insect or disease problems occur.
- b. Contractor shall be responsible for the application of chemicals as may be required for the control of the problem.

- c. Application of chemicals shall be done in accordance with manufacturer's instructions and consistent with good industry practices
- d. Contractor shall furnish City with a list of all chemicals applied, rate of application and date of application. This list shall be supplied along with the bill for the month during which the chemicals were applied.

7. Other services – During the period of any agreement or extension thereof there may be additional landscaping services needed that are not part of the required services listed herein, and said vendor shall have first right of refusal to such services needed.

- a. Additional services may include added maintenance areas or the removal of dead plants and installation of new plants. The cost of additional services will be in addition to the contracted costs for maintenance and shall not be performed without a cost estimate being submitted by the contractor and approved by the City.

**B. Maintenance of in-ground irrigation system which includes:**

- 1. Routine inspection when maintaining the beds
- 2. Winterizing the system as required in the fall
- 3. Maintaining a proper watering schedule that does not interfere with operations of downtown businesses hours.
- 4. Restarting the system in the spring with a full inspection for leaks and proper operation.

**C. Maintenance of the fountains**

- 1. Located in the roundabouts at the intersection of East 6<sup>th</sup> and North Main St and at the Public Square and North Main St.

**D. Mowing**

- 1. Seasonal mowing of grassed areas along landscape beds.

**10. RESPONSIBILITIES OF THE PARTIES**

**A. Vendor –**

- 1. The vendor shall be responsible for the replacement of materials whether owned by the City or not which the City Judge shall deem as damaged or killed by poor industry practices or knowledge.
- 2. Shall performance of all services as defined herein.
- 3. Vendor shall in writing inform the City immediately of any conditions that affect the health of the plants, the conditions of the planting areas or safety of the public.
- 4. Shall submit a list of all chemicals, fertilizers, herbicides or sprays used on the planting areas along with the dates of applications.
- 5. Shall have adequate equipment and staff to perform all services on a timely basis.
- 6. Shall have adequate knowledge and experience in landscape management of this nature.
- 7. Shall have all necessary permits and licenses required to perform the services required to include any required for chemical applications.



8. Vendor shall submit monthly invoices for services to the City of Columbia Finance Department.

B. The City –

2. The City shall reimburse the contractor on a monthly basis and at the monthly rate as bid or as agreed upon for any future renewals.
  3. The City shall approve in writing any additional work to be performed prior to the work being performed.
  5. The City may inspect all planting areas on a monthly basis for compliance to the terms of this agreement and provide the contractor with any areas of concern when and if they are identified.
  6. Provide the vendor a written notice of concerns regarding required services noted on inspection and allow the vendor 30 days from the date of the notice to remedy the problems.
  7. Failure to adequately address any problems noted may result in termination of the agreement.
11. Contract for Services – The awarded vendor will be required to execute a contract for services with the City of Columbia which shall incorporate this invitation to bid and the vendor's response.
12. Award of the bid – A recommendation for award will be made to the lowest responsive, responsible vendor and the following conditions have been met:
1. Proof of insurance as required herein has been furnished.
  2. Listing of three reference for which similar services have been provided.